

**EXHIBIT** C

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**Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01**

**PAGE 1 TO PAGE 147**

**Apex Reporting (617) 426-3077**

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**CONDENSED TRANSCRIPT AND CONCORDANCE**

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**Vantage 20666**

**APEX Reporting**

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DATE 1/17/02

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DATE	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOJ-USA V Vantage Travel, et al, 97-10052-MLW				
1/10/02	Harvey Altergott	221	pgs	2.25	497.25
1/10/02	condensed	221	pgs	0.25	55.25
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**Total****\$577.50****Vantage 20667**

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XMAX(1)

## Page 1

[1] 1 - 147  
 [2]  
 [3]  
 [4] IN THE UNITED STATES DISTRICT COURT  
 [5] FOR THE  
 [6] DISTRICT OF MASSACHUSETTS  
 [7]  
 [8]  
 [9] UNITED STATES OF AMERICA )  
 EX REL LAURENCE SAKLAD, )  
 [10] Plaintiffs, )  
 [11] vs ) CIVIL ACTION  
 [12] HENRY R. LEWIS, ) NO 97-10052-MLW  
 HARRY MELIKIAN, AND )  
 [13] VANTAGE TRAVEL SERVICE, INC. )  
 [14] Defendants, )  
 [15] vs )  
 [16] AMERICAN TRAPSHOOTING )  
 HALL OF FAME, ET AL )  
 [17] )  
 Third-Party Defendants.)  
 [18]  
 [19] THE ORAL DEPOSITION OF HENRY LEWIS,  
 [20] held pursuant to Notice, and the applicable provisions of  
 [21] the Federal Rules of Civil Procedure, before Marilyn  
 [22] Franklin, a Court Reporter and Notary Public in and for the  
 [23] Commonwealth of Massachusetts, at the offices of the United  
 [24] States Attorney, 1 Courthouse Way, Boston, Massachusetts, on  
 [25] Tuesday, October 16, 2001, commencing at 10 20 a.m.

## Page 3

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 [9]  
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 [24]  
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## Page 2

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## Page 4

## INDEX

WITNESS:	PAGE
Henry Lewis	
(By Mr. Levitt)	5
(By Ms. Mintz)	139, 142
(By Mr. Valle)	140
(By Mr. Bell)	140

  

EXHIBITS:	DESCRIPTION	PAGE
1a	Program agreement, dated 10/27/95	86
1b	Letter, dated 10/27/95	86
2	Letter, dated 10/25/90	92
3	Letter dated 11/16/90	94
4	Letter from Richard Jarvis, dated 9/13/91	97
5	Letter to Ralph Semb, dated 10/4/93	117
6	Letter from Larry Lyon, dated 10/11/95	128
7	Agreement between Vantage and the National Council of Senior Citizens	130

[20]  
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 [22]  
 [23]  
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 [25]

Vantage 20668

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(2)

## Page 5

## STIPULATIONS

[1] IT IS HEREBY STIPULATED AND AGREED TO.  
 [2] by and between the parties and their  
 [3] respective attorneys, that all  
 [4] objections, except as to the form of the  
 [5] questions, shall be reserved until the  
 [6] time of trial, that the filing of the  
 [7] deposition be waived; and, that the  
 [8] witness may read and sign the deposition  
 [9] without any Notary Public being present  
 [10]  
 [11]  
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## Page 6

[1] DEPOSITION  
 [2] (10:20:a.m.)  
 [3] HENRY LEWIS, having been sworn by a Notary [4]  
 Public to tell the truth, the whole truth and nothing [5] but the  
 truth, testified upon his oath as follows:  
 [6] MR. LEVITT: Brian, before we start, on [7] objections,  
 reserved same as Melikian?  
 [8] MR. LeCLAIR: Fine.  
 [9] EXAMINATION  
 [10] BY MR. LEVITT:  
 [11] Q Mr. Lewis, my name is Peter Levitt. I'm an [12] Assistant  
 United States Attorney. I represent the United [13] States in this  
 case. Would you say your name for the [14] record?  
 [15] A Henry Lewis, L-E-W-I-S.  
 [16] Q How are you employed, Mr. Lewis?  
 [17] A I'm the CEO of Vantage.  
 [18] Q How long have you been in that position?  
 [19] A I'm not sure when my title changed. At one time I [20]  
 was the President and CEO.  
 [21] Q How long have you been employed by Vantage?  
 [22] A Nineteen years.  
 [23] Q When you say Vantage, what does that refer to?  
 [24] A That refers to a travel and fundraising business, [25] I  
 guess that's what you'd say.

## Page 7

[1] Q Can you identify the corporate entities that [2] you're  
 referring to when you say Vantage?  
 [3] A I'm sorry. Could you repeat yourself?  
 [4] Q Could you identify the corporate entities that you [5]  
 refer to when you say Vantage?  
 [6] A We have a travel company.  
 [7] Q What's that called?  
 [8] A Vantage Telex World Travel.  
 [9] Q Are there any other companies --  
 [10] A I'm sorry, Vantage, I think we call it VDMS, [11] Vantage  
 Direct Marketing Services.  
 [12] Q Anything else?  
 [13] A Not to my knowledge.  
 [14] Q What about Vantage Group?  
 [15] A Could be. I don't know.  
 [16] Q You don't know what?  
 [17] A I don't know if that's what the title is.  
 [18] Q Do you know if there is a company called Vantage [19]  
 Group that you are the CEO of?  
 [20] A I call it Vantage, okay. Maybe it's Vantage [21] Group,  
 okay. I don't know all the chains or letters or -- [22] the  
 organization chart, I guess that's what I'm saying.  
 [23] Q What about Vantage Financial Services?  
 [24] A I don't know if we used to call ourself that or [25] not. I'm  
 not sure.

## Page 8

[1] Q You don't know if Vantage ever had a company [2]  
 called Vantage Financial Services?  
 [3] A No, I don't.  
 [4] Q What did you do to prepare for this deposition?  
 [5] A Brian met me yesterday afternoon.  
 [6] Q Did you review any documents?  
 [7] A Yes.  
 [8] Q What documents did you review?  
 [9] A I reviewed a side letter.  
 [10] Q Who was the side letter with, what company?  
 [11] A I think it was the Texas Grand Lodge. I'm not [12] sure.  
 [13] Q What other documents did you review?  
 [14] A He showed me a letter from, I think, 1990-1991, [15]  
 from the Post Office.  
 [16] Q Who was the letter to?  
 [17] A It was to me.  
 [18] Q Do you recall what the letter was about?  
 [19] A It had a list of groups on there, and referring to [20]  
 some postal matters.  
 [21] Q What postal matters?  
 [22] A I don't know.  
 [23] Q Did you review the document?  
 [24] A Yeah, I looked at the document and -- I did look [25] at  
 the document.

Vantage 20669

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Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(3)

Page 9

- [1] Q What was it about?  
 [2] A As I said, I don't recall.  
 [3] Q You don't recall from yesterday what it was about?  
 [4] A It was about some - I don't know because it was [5] kind of erroneous information on the letter when I looked at [6] it. That was the first thing I said.  
 [7] Q What was erroneous about it?  
 [8] A They weren't fundraising groups.  
 [9] Q What weren't?  
 [10] A The list of associations on the letter.  
 [11] Q What did the letter say about those groups?  
 [12] A I don't recall. I didn't get into the detail of [13] the letter.  
 [14] Q Well, what did it say that you thought was [15] erroneous?  
 [16] A As I said, I don't recall. All I know is, when I [17] looked at the letter, they were not fundraising groups.  
 [18] Q Did the letter say that they were fundraising [19] groups?  
 [20] A I don't recall.  
 [21] Q I'm trying to understand. You said that the [22] letter was erroneous. I'm trying to figure out what that [23] was. Can you tell me in detail what was erroneous about the [24] letter?  
 [25] A When Brian showed it to me -

Page 10

- [1] MR. LeCLAIR: I'm going to instruct the witness [2] not to disclose the content of his conversation with me.  
 [3] Q Can you tell me in detail what was erroneous about [4] the letter, without disclosing what your lawyer told you?  
 [5] A When I looked at the letter, they were not [6] fundraising group on - inside the content of the letter.  
 [7] Q And why do you say that makes the letter [8] erroneous?  
 [9] A I don't know.  
 [10] Q What other documents did you review?  
 [11] A Nothing.  
 [12] Q Would you tell me your educational background and [13] work background?  
 [14] A My educational background?  
 [15] Q Yes.  
 [16] A I went to high school in Brookline/Boston area, [17] and I spent six months at the University of Tampa. That's [18] my education. My other background is travel background. I [19] was in the home improvement business for about a year or [20] two. Then I was a salesman.  
 [21] Q For who?  
 [22] A A company called United Travel Service.  
 [23] Q When was that?  
 [24] A I think it was probably late '70s.  
 [25] Q How long were you there?

Page 11

- [1] A Six months, eight months, a year. I don't know. [2] In that time period.  
 [3] Q What's the rest of your -  
 [4] A Then I became a salesman at a company called [5] Regency Travel. Then I became a salesman at Trans National [6] Travel.  
 [7] Q What did you do after that?  
 [8] A Started Vantage.  
 [9] Q Do you recall what year you started Vantage?  
 [10] A Well, I didn't start the original operation. It [11] was run by Sam Rosenberg, if I recall right.  
 [12] Q When did you get involved with Vantage?  
 [13] A It was January/February '83-'84.  
 [14] Q What time period did you work at Trans National?  
 [15] A I think it was from '80 to '82-'83.  
 [16] Q Did you work at Trans National up to the point [17] when you got involved with Vantage?  
 [18] A No. I was out of work.  
 [19] Q How long were you out of work?  
 [20] A I'm going to say seven, eight, nine months.  
 [21] Q What did you do at Trans National?  
 [22] A Originally, Trans National bought Regency Travel. [23] So I was working inside of their building in a separate [24] organization. A year and a half after that or a year after [25] that, they disassembled that company, and I went to work as

Page 12

- [1] the Sales Manager.  
 [2] Q You were a Sales Manager for Trans National?  
 [3] A Yes.  
 [4] Q What did you do in that capacity?  
 [5] A I worked with the salesmen and the administrators.  
 [6] Q Did you supervise the salesmen?  
 [7] A Some of the times.  
 [8] Q Was that part of your job?  
 [9] A Some of the times.  
 [10] Q What were your other responsibilities?  
 [11] A I'd still go on the road myself and sell mostly [12] Shrine people.  
 [13] Q What were you selling them?  
 [14] A Travel.  
 [15] Q Explain what that means?  
 [16] A Sell them a package tour.  
 [17] Q Explain what that means?  
 [18] A Go to a Shriner or a group and offer them our [19] package tours. We were a wholesaler. We had pre-set tours; [20] go out and ask the association or sell the association the [21] concept of working with our company.  
 [22] Q When you say the concept of working with your [23] company, what was it that they would do with your company?  
 [24] A Well, the opportunity to work with our tour [25] packages.

Vantage 20670

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Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(4)

Page 13

[1] Q Can you give me an example of a tour package that [2] you would sell?  
 [3] A A trip to Switzerland for a week or two weeks, [4] hotel, air, food, optional tours.  
 [5] Q And you would sell the program to who?  
 [6] A The leader of the group.  
 [7] Q And who would the program be for?  
 [8] A Their membership.  
 [9] Q Were these for-profit or non-profit companies?  
 [10] A Excuse me?  
 [11] Q Were these for-profit or non-profit companies?  
 [12] A Mostly non-profits.  
 [13] Q Do you recall during your time at Trans National [14] an investigation by the Postal Service of Trans National?  
 [15] A No.  
 [16] Q Can you recall, during your time at Trans [17] National, coming into contact with the term Cooperative Mail [18] Rule?  
 [19] A No.  
 [20] Q As part of your duties as a sales manager, were [21] you aware of postal regulations governing travel programs?  
 [22] A No.  
 [23] Q During that time at Trans National, did you have [24] any conversations with anyone about postal regulations [25] governing travel programs?

Page 14

[1] A No.  
 [2] Q Was there anyone at Trans National who was [3] responsible for being aware of regulations governing travel [4] programs?  
 [5] A I wouldn't know.  
 [6] Q Is there anybody who would know?  
 [7] A I don't know the answer to that.  
 [8] Q When you came to Vantage, what position did you [9] come in as?  
 [10] A The President of the company.  
 [11] Q And at that time, how many people were in the [12] company, approximately?  
 [13] A Twenty.  
 [14] Q How many people are in the company now, [15] approximately?  
 [16] A A hundred thirty, a hundred and ten. I'm sorry. [17] About a hundred and thirty, I think.  
 [18] Q What were your duties when you came on as [19] President of Vantage?  
 [20] A Everything.  
 [21] Q Tell me everything?  
 [22] A Just help get the business going. We just started [23] the business, so I'd be involved with a lot of things.  
 [24] Q When did Sam Rosenberg start the company?  
 [25] A In October.

Page 15

[1] Q October of what year?  
 [2] A I think it was '83.  
 [3] Q And you joined it in January or February?  
 [4] A Yeah.  
 [5] Q Of?  
 [6] A The following —  
 [7] Q Of '84?  
 [8] A Yes.  
 [9] Q At that time, what was the name of the company?  
 [10] A Excuse me?  
 [11] Q At that time, what was the name of the company?  
 [12] A I think it was just Vantage at that time.  
 [13] Q And what business was Vantage in at that time?  
 [14] A The travel business.  
 [15] Q Just travel?  
 [16] A Yes.  
 [17] Q When did Vantage get into the fundraising [18] business?  
 [19] A I'm going to say 1990.  
 [20] Q Well, do you want to think about it? You're not [21] sure?  
 [22] A I'm not sure. I'd better say I'm not sure.  
 [23] Q Approximately 1990?  
 [24] A Yeah.  
 [25] Q Do you recall, during the 1980s, any investigation

Page 16

[1] by the Postal Service of Vantage's, involving Vantage's [2] travel business?  
 [3] A Yes.  
 [4] Q Tell me everything you know about that?  
 [5] A I guess there was some type of ruling that we [6] could no longer mail non-profit mail.  
 [7] Q What happened?  
 [8] A We stopped mailing non-profit mail.  
 [9] Q That was in connection with the travel business?  
 [10] A Yes.  
 [11] Q When was that?  
 [12] A I don't know exactly when that was.  
 [13] Q Would you say the late '80s? Early '80s?  
 [14] A I think it was the late '80s.  
 [15] Q How did you become aware of this ruling?  
 [16] A I can't recall how I became aware.  
 [17] Q Do you recall if you were contacted by the Postal [18] Service, or if the company was contacted by the Postal [19] Service?  
 [20] A I can't recall how we were made aware of it.  
 [21] Q Did you ever see the rule itself, the ruling? Do [22] you recall that?  
 [23] A I don't recall if I did or I didn't.  
 [24] Q Did you have any conversations with anyone at that [25] time about the ruling?

Vantage 20671



## Page 17

- [1] A Yes.  
 [2] Q Who did you have conversations with?  
 [3] A Some attorney.  
 [4] Q What was the name of the attorney?  
 [5] A If I'm not mistaken, I think it was Walter [6] Wekstein, but I'm not positive.  
 [7] Q Was he counsel for Vantage at that time?  
 [8] A I assume so.  
 [9] Q Do you know where he is today?  
 [10] A He's in the Boston vicinity someplace.  
 [11] Q Is he still an attorney for Vantage?  
 [12] A No. He's retired.  
 [13] Q Who else was present for these conversations?  
 [14] A I assume Harry was. I'm not sure if he was there [15] or not, but I assume.  
 [16] Q By Harry, do you mean Harry Melikian?  
 [17] A Yes.  
 [18] Q Anyone else?  
 [19] A Not that I can recall.  
 [20] Q When did Harry Melikian start working at Vantage?  
 [21] A I think he's been there for 14 years or 13 years. [22] I'm not positive. It could be 12.  
 [23] Q So he started in the late '80s?  
 [24] A Yes.  
 [25] Q How did he come to work at Vantage?

## Page 18

- [1] A I don't understand what the question means.  
 [2] Q Well, did he apply to work at Vantage? Did you [3] recruit him?  
 [4] A We recruited him. I'm sorry.  
 [5] Q Where did you recruit him from?  
 [6] A An accounting place. I'm not sure which place it [7] was.  
 [8] Q What did you recruit him for, what position or [9] what responsibilities generally?  
 [10] A Accounting.  
 [11] Q By accounting, do you mean strictly accounting, or [12] do you mean financial matters generally?  
 [13] A Financial things. Mostly accounting.  
 [14] Q Did you know Harry Melikian prior to that time?  
 [15] A No.  
 [16] Q Did anyone at Vantage know him?  
 [17] A Not that I know of.  
 [18] Q What was the -- You said that there was a ruling [19] in the late '80s that meant that in your travel business, [20] you could no longer mail at the non-profit rate. Do you [21] recall specifically what the ruling was?  
 [22] A No.  
 [23] Q How did that affect your business?  
 [24] A Are you talking customers?  
 [25] Q Generally, how did it affect your business, in

## Page 19

- [1] whatever way you think it affected your business?  
 [2] A It made it -- We had to be more selective in who [3] we did business with.  
 [4] Q Why is that?  
 [5] A Because of the cost of doing business.  
 [6] Q It increased the cost of doing business?  
 [7] A Yes.  
 [8] Q Why is that?  
 [9] A Because you couldn't mail non-profit.  
 [10] Q What do you mail in the travel business? What is [11] the mailing that goes at the non-profit or for-profit rate?  
 [12] A Excuse me, sir?  
 [13] Q What is the mailing that goes at the for-profit or [14] non-profit rate in the travel business?  
 [15] A Are you saying what's in the package? There's a [16] brochure, you know, that would describe the trip. There's a [17] letter from somebody, group, organization that would say [18] here's why to go on the trip, and there's a sign-up sheet, [19] you know, an application form.  
 [20] Q This is a letter that goes to the members of the [21] organization?  
 [22] A Yes.  
 [23] Q From the organization?  
 [24] A Yes, but it's -- we produce the material, yes.  
 [25] Q You produce the material on the organization's

## Page 20

- [1] letterhead and send it out; is that correct?  
 [2] A Yes.  
 [3] Q How much more expensive did it make the cost of [4] doing business?  
 [5] A I don't recall what the postage rates were in [6] those days.  
 [7] Q Was it significant from a business perspective?  
 [8] A No.  
 [9] Q But it changed your customer list?  
 [10] A I'd have to say to a degree, yes.  
 [11] Q And when you say you had to be more selective for [12] your customers, what were you looking for? In what way did [13] you become more selective?  
 [14] A We needed better affinity groups.  
 [15] Q What does that mean?  
 [16] A Stronger affinities.  
 [17] Q When you say "affinity," what do you mean?  
 [18] A Tighter relationship.  
 [19] Q Tighter relationship?  
 [20] A Yes.  
 [21] Q What does the word "affinity" mean?  
 [22] A A group or an organization that has a common bond, [23] goal.  
 [24] Q Can you give me an example of an affinity group [25] with a tighter bond or goal, the type of group that you

Vantage 20672

## Page 21

[1] would want as a result of that change in mailing?  
 [2] A Shriners.  
 [3] Q Because it has a lot of members and it's a big [4] group?  
 [5] A No.  
 [6] Q Why is it?  
 [7] A Because they have a strong bond, and they travel [8] together well.  
 [9] Q So it's more likely that the program will be [10] successful because of that?  
 [11] A Yes.  
 [12] Q You mentioned getting into the fundraising [13] business in approximately 1990. Who made the decision to go [14] into the fundraising business?  
 [15] A We were broached by people from competition. I [16] would say myself.  
 [17] Q You say you were, I'm sorry, you were broached [18] by --  
 [19] A We were approached by people who were in the [20] business to partake and help them get in the business.  
 [21] Q You were approached -- Who were you approached by?  
 [22] A A company called Barton & Cotton.  
 [23] Q And who were you approached by at Barton-Cotton?  
 [24] A I don't recall. One of their salesmen.  
 [25] Q And maybe you could explain. I didn't quite get

## Page 22

[1] what you're saying. A salesman approached you?  
 [2] A Not me. Approached my salesmen.  
 [3] Q Who were the salesperson from Barton-Cotton who [4] approached Vantage?  
 [5] A I can't remember if it was -- which salesman it [6] was. It was numerous --  
 [7] Q Was it Larry Lyon?  
 [8] A It was numerous salesmen.  
 [9] Q Was it Larry Lyon? Do you recall that?  
 [10] A I can't recall.  
 [11] Q And what was the purpose of this approach?  
 [12] A To see if our travel groups would be interested in [13] their fundraising business.  
 [14] Q Into going into business with Barton-Cotton?  
 [15] A Yes.  
 [16] Q What decision did you make in that connection?  
 [17] A Originally, I said, yeah. You know, they were [18] going to give us a small commission for doing introductions.  
 [19] Q You were going to help Barton-Cotton in its [20] fundraising business?  
 [21] A Yes.  
 [22] Q And you said yes. Who did you talk to at Barton- [23] Cotton about that?  
 [24] A Some of the salesmen there.  
 [25] Q You never talked to anyone higher up than the

## Page 23

[1] sales people?  
 [2] A At one time, I think somebody from management was [3] in at Vantage.  
 [4] Q Who was that?  
 [5] A I have no idea.  
 [6] Q Did you have any conversations with anyone from [7] the Riggs family at that time?  
 [8] A I have no idea.  
 [9] Q So what happened? You decided, at least [10] initially, go to into the fundraising business with Barton- [11] Cotton?  
 [12] A No. We were just going to give them some of our [13] leads, you know, our relationships and give it to them, and [14] we'd get a commission for that.  
 [15] Q And so, what happened yet, with respect to Vantage [16] and fundraising?  
 [17] A My recollection is we decided against that because [18] we had contacted one of their competitors who would give us [19] a better deal.  
 [20] Q Who was that?  
 [21] A Famous Artists or Famous Studios or Famous Artists [22] Studios. I'm not sure.  
 [23] Q Who did you talk to at Famous Artists or Famous [24] Artists Studios?  
 [25] A Various people.

## Page 24

[1] Q Can you remember anyone's name?  
 [2] A Charles Simon.  
 [3] Q Did you speak with Mr. Simon yourself?  
 [4] A I was part of the conversation, yes.  
 [5] Q Who else was there for that?  
 [6] A I think, Larry.  
 [7] Q Larry Lyon?  
 [8] A Yeah.  
 [9] Q Anyone else?  
 [10] A Not to my recollection.  
 [11] Q What was the deal with Famous Artists?  
 [12] A I don't recall, but I know it was a better deal [13] than we presently had.  
 [14] Q And again, it was they would give you some kind of [15] commission in exchange for what, just names of your clients?  
 [16] A Names and people we could turn onto their [17] fundraising business.  
 [18] Q So it was names of individual contacts among your [19] clients that you thought might be interested in fundraising?  
 [20] A Yes.  
 [21] Q Do you recall what they paid you for that?  
 [22] A No.  
 [23] Q So did you then enter into an arrangement with [24] Famous Artists?  
 [25] A Yes. I don't know if it was contractual, but

Vantage 20673



Page 25

[1] there was an arrangement.

[2] Q And how long did that arrangement remain in [3] effect?

[4] A I don't recall because they got sold or bought [5] out. Then we had to deal with somebody else. I can't [6] recall if it was Famous Artists or Famous Studios or a [7] conglomerate. But I know something happened. They got [8] bought out or sold out. I'm not sure.

[9] Q After they got bought out or sold out, whatever [10] happened, did you remain working with the subsequent [11] company?

[12] A For a little while, I think. I'll say I don't [13] recall because I don't know exactly how it transpired. For [14] a little while, I would say yes.

[15] Q Give me a sense of how long this arrangement in [16] total was in effect with Famous – you know, from the [17] beginning with Famous Artists to the subsequent company?

[18] Are we talking about ten years? A year? Two years?

[19] A I'd say a year and a half, two years. I'm not – [20] That's a rough –

[21] Q And during that time, what was the extent of the [22] relationship?

[23] A I don't understand what you're saying. I'm sorry.

[24] Q Did the relationship, in terms of what you did [25] with this company, change at all, or was it –

Page 26

[1] A Moment to moment, from what I – it was a herky- [2] jerky relationship.

[3] Q What do you mean by that?

[4] A I wasn't paying a lot of attention to it, and it [5] was a herky-jerky relationship. They changed bosses. They [6] changed – You know, it seemed to be a poor communication [7] between both organizations.

[8] Q What I'm asking you is, you said earlier that the [9] business relationship was that you would provide this [10] company with names of potential customers?

[11] A Yes.

[12] Q And that they would pay you something for those?

[13] A Commission.

[14] Q Commission?

[15] A Yes.

[16] Q I'm asking you, did the nature of that business [17] relationship in terms of what was done – what you did, what [18] they did – did that change? Did you do more? Did you do [19] less? That's the question.

[20] A I'm not clear what you're saying, Peter. I'm [21] sorry.

[22] Q You said that the relationship was that they would [23] pay you money, a commission, in exchange for names of your [24] members; is that correct?

[25] A Yes. Yes, I did.

Page 27

[1] Q Did that change? Did you do anything more as the [2] relationship went on? Is that the sum and substance of what [3] was done in that relationship, or was more done later?

[4] A I can't answer that question. I'm not sure what [5] you're saying to me. When I say done, that's what we did. [6] We would turn them on to our groups, and they would pay us a [7] commission for doing that. Does that make sense what I'm [8] saying to you?

[9] Q That makes sense. All I'm asking you is whether [10] that may have changed later? Did what you did – did what [11] Vantage did change? Did you, for example, get more involved [12] with working with them on their contracts and working [13] together in terms of selling product?

[14] A We might have made a call with them, if that's [15] what you're asking. Yeah, we might have gone on the road to [16] make a call with them, but I don't know anything about any [17] contracts. Not to my knowledge. Let's put it that way.

[18] Q So in addition to giving them leads, sales people [19] from Vantage went on calls with them occasionally?

[20] A I would assume so, yes.

[21] Q When you say you assume so, do you know whether [22] that happened or not? Is that – was that something that [23] was expected to happen?

[24] A No.

[25] Q Why do you say that you think that happened?

Page 28

[1] A Well, the expectation when we talked about it was [2] we would set them up with our group contacts. Do you follow [3] what I'm –

[4] Q I do follow you. And in addition, there might be [5] some personal meetings together at the outset; is that what [6] you're saying?

[7] A Yes. Yes. That's not how it – That's not where [8] we were, though. It was supposed to be here's the group.

[9] Q Why did that relationship stop, that business [10] relationship?

[11] A I think because they got bought out. I'm not 100 [12] percent sure. We weren't satisfied. I'm not 100 percent [13] sure.

[14] Q Now, was Vantage at this time doing its own [15] fundraising? You said that 1990 was the period you said [16] that you were first approached by Barton-Cotton, and then, [17] decided to go with Famous Artists. Was Vantage doing its [18] own fundraising business at this time?

[19] A No. No.

[20] Q Was the company – When was Vantage Studios [21] established?

[22] A I don't recall.

[23] Q What was Vantage Studios?

[24] A I think it was the initial – I'm not sure. I'm [25] going to say I don't know. I'm not sure, but I assume that

Vantage 20674

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(8)

Page 29

[1] was the initial name we used to go out and sell fundraising.  
 [2] I'm not sure.  
 [3] Q Who is Richard Jarvis?  
 [4] A He was the person he had tried to start the [5] fundraising business.  
 [6] Q When did you hire him?  
 [7] A 1991, 1992, 1990 - I'm not sure exactly.  
 [8] Q So your recollection is that Vantage Studios and [9] the fundraising business was started by Vantage sometime in [10] the period 1990 to 1992?  
 [11] A Yes, sir.  
 [12] Q You mentioned that Famous Artists was called [13] Famous Artists or Famous Artists Studios. Was Vantage [14] Studios in any way connected with Famous Artist Studios?  
 [15] A Only as far as - As I said, I'm not sure of the [16] exact title. So I'm going to - Only as far as soliciting [17] or helping to solicit organizations to sell fundraising [18] products.  
 [19] Q Helping Vantage Studios?  
 [20] A No, no. Helping Famous Artists, or whatever they [21] called them at that time.  
 [22] Q Who made the decision to go into the fundraising [23] business?  
 [24] A Well, we were approached, as I said to you, to get [25] in the fundraising business.

Page 30

[1] Q Who made the - Okay, you were approached by [2] Famous Artists to go into business with them. Who made the [3] decision -  
 [4] A Barton-Cotton.  
 [5] Q First Barton-Cotton?  
 [6] A I'm sorry, Barton & Cotton. I misled you. It [7] was Barton & Cotton that approached the salesmen.  
 [8] Q Right. And then, you made a deal with Famous [9] Artists?  
 [10] A Yes.  
 [11] Q And who made the decision to - for Vantage itself [12] to go into the fundraising business rather than working with [13] Famous Artists?  
 [14] A Myself, I would assume.  
 [15] Q And why did you decide to do that?  
 [16] A It looked like it could be profitable.  
 [17] Q Is that what you learned from working with Famous [18] Artists in their program?  
 [19] A Yeah, I would assume so.  
 [20] Q Who made the decision to hire Jarvis?  
 [21] A I did.  
 [22] Q And what was his position?  
 [23] A He was to run the division.  
 [24] Q And who did he report to?  
 [25] A Myself, I assume.

Page 31

[1] Q Well, do you have any doubt about that?  
 [2] A I wasn't paying attention, but I assume myself.  
 [3] Q You were the CEO at that time, or the President?  
 [4] A Yes. I'm not sure what title it was.  
 [5] Q You were basically running the company; is that [6] correct?  
 [7] A Yes.  
 [8] Q And he was hired to run the fundraising division?  
 [9] A Yes.  
 [10] Q Who else was working in the fundraising division [11] at that time?  
 [12] A Larry Lyon, and I'm not sure what other cast of [13] people were there.  
 [14] Q Larry Lyon was a salesperson at that time?  
 [15] A Yes.  
 [16] Q Where did you get your initial clients for the [17] fundraising division?  
 [18] A I would assume it was some of the clients that we [19] had worked with with Famous Artists.  
 [20] Q When you say that, do you mean the same clients [21] that you had recommended to Famous Artists?  
 [22] A I would assume so.  
 [23] Q Was Famous Artists still in business at that time?  
 [24] A Again, I'm not sure how the - As I said, some [25] capital relationship with a buy-out, and the Simons were no

Page 32

[1] longer involved with the business. Some kind of buy-out or [2] merger or - I'm not sure how it developed.  
 [3] Q And was Vantage involved in that buy-out or [4] merger?  
 [5] A No.  
 [6] Q Who was Famous Artists bought out by?  
 [7] A I'm not sure who.  
 [8] Q You don't know if it was Barton-Cotton?  
 [9] A I'm not sure.  
 [10] Q When that buy-out occurred, did the successor [11] company stop being in the fundraising business?  
 [12] A Not originally, no.  
 [13] Q Originally, whatever company was the successor [14] company remained in the fundraising business?  
 [15] A I think so.  
 [16] Q You mentioned earlier Vantage Direct Marketing [17] Services. Was that the successor of company of Vantage [18] Studio with a successor division within Vantage?  
 [19] A I'm not sure how it worked, Peter.  
 [20] Q Was that a company that also was in the - that [21] was devoted to the fundraising business for Vantage?  
 [22] A Could you repeat that again, please? I'm sorry.  
 [23] Q Was Vantage Direct Marketing Services a company [24] that was - or a division that was devoted to fundraising?  
 [25] A Yes.

Vantage 20675

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(9)

## Page 33

- [1] Q And Vantage Studios also was fundraising; is that [2] correct?
- [3] A As far as I know. I'm not trying to be rude. I [4] don't know.
- [5] Q I'm just trying to get a sense for the history. [6] And Vantage Financial Services, was that - that is also - [7] or that's the current fundraising vehicle, is it not, for [8] Vantage?
- [9] A I'm not sure what the title is.
- [10] Q You know your company is involved in fundraising?
- [11] A Yeah, that I do know.
- [12] Q Who are the officers of Vantage?
- [13] A Myself, and I think Harry. I'm not sure.
- [14] Q Harry Melikian?
- [15] A Yes.
- [16] Q What does that mean, that you're the officers?
- [17] MR. LeCLAIR: Objection.
- [18] Q What are the consequences of that?
- [19] MR. LeCLAIR: Objection.
- [20] Q You can answer the question.
- [21] MR. LeCLAIR: If he can.
- [22] Q Did it affect your pay?
- [23] A Not to my knowledge.
- [24] Q How are you reimbursed?
- [25] A Me personally?

## Page 34

- [1] Q How are you paid by Vantage? How are you [2] compensated?
- [3] A Salary.
- [4] Q What's your salary?
- [5] A I think my salary is \$400,000 a year.
- [6] Q Are there - Is there stock?
- [7] A Yes.
- [8] Q How much stock do you own?
- [9] A Seventy-some percent. I'm not even sure of the [10] percentile.
- [11] Q Does anyone else own stock? Who else owns stock?
- [12] A A fellow named Sam Rosenberg.
- [13] Q How much stock does he own?
- [14] A Eight or nine percent.
- [15] Q Anyone else?
- [16] A Larry Lyon, eight or nine percent, ten percent. [17] I'm not sure of the exact amount. Karen Broderick.
- [18] Q How much does she own?
- [19] A Three or four percent.
- [20] Q Who is she?
- [21] A She is - was in charge of the Operations [22] Department.
- [23] Q Is she still with the company?
- [24] A Yes, on a part-time basis.
- [25] Q What does she do now?

## Page 35

- [1] A Helps in Quality.
- [2] Q Quality?
- [3] A Yes.
- [4] Q Can you be more specific in terms of what she [5] does?
- [6] A Make sure the quality of the travel programs, you [7] know, run efficiently.
- [8] Q Does she have anything to do with the fundraising [9] side?
- [10] A No.
- [11] Q When she was in charge of Operations, did she have [12] anything to do with the fundraising?
- [13] A No.
- [14] Q She was purely on the travel side?
- [15] A That's it.
- [16] Q Does anyone else own stock?
- [17] A No.
- [18] Q What's the stock worth?
- [19] MR. LeCLAIR: Objection.
- [20] A I would have no idea.
- [21] Q You have no idea?
- [22] A No.
- [23] Q Are you compensated in any other way?
- [24] A I get a year-end bonus.
- [25] Q What's that based on?

## Page 36

- [1] A Nothing. No set measurement.
- [2] Q Is it overall performance of the companies under [3] Vantage?
- [4] A Excuse me?
- [5] Q Is it based on the overall performance of the [6] companies that come under the Vantage umbrella?
- [7] A Yes.
- [8] Q Vantage Travel and Vantage fundraising?
- [9] A Yes.
- [10] Q Is there anything else?
- [11] A I'd say no. No.
- [12] Q What was your bonus last year?
- [13] A I think it was two million dollars.
- [14] Q And the year before that?
- [15] A I think it was a million dollars, if I'm not [16] mistaken.
- [17] Q And we're talking about 1999. How about the year [18] before that?
- [19] A I can't recall exactly.
- [20] Q How is Harry Melikian compensated?
- [21] A He has pay.
- [22] Q What's his salary?
- [23] A One eighty-five, if I'm not mistaken.
- [24] MR. DARLING: I'm sorry?
- [25] THE WITNESS: One eighty-five.

Vantage 20676

Page 37

- [1] Q And is he compensated in any other way?  
 [2] A He gets a year-end bonus.  
 [3] Q What's his bonus based on?  
 [4] A No base, just whatever I feel like giving him.  
 [5] Q What factors do you take into consideration when [6] you decide Mr. Melikian's bonus?  
 [7] A Performance, I guess.  
 [8] Q And how do you - what factors do you take into [9] consideration when considering his performance?  
 [10] A Profits, loyalty.  
 [11] Q Anything else?  
 [12] A No.  
 [13] Q What do you mean by loyalty?  
 [14] A Hard work.  
 [15] Q When you say profits, profits of - do you mean [16] profits of the travel side and the fundraising side?  
 [17] A Yes.  
 [18] Q What was his bonus last year?  
 [19] A Forty thousand dollars.  
 [20] Q And the year before that?  
 [21] A Thirty-five thousand dollars, forty thousand [22] dollars. I'm not exactly sure.  
 [23] Q Is his bonus typically in the \$40,000 range?  
 [24] A Yes.  
 [25] Q Are the Sales people for Vantage, Vantage's

Page 38

- [1] fundraising division compensated with a bonus?  
 [2] A No.  
 [3] Q Sales people of - Are the Sales people strictly [4] salaried?  
 [5] A No.  
 [6] Q Why don't you explain the compensation scheme for [7] the Sales people for -  
 [8] A Commission.  
 [9] Q - Vantage's fundraising?  
 [10] A It's a commission deal. It's not a - You get [11] paid on a draw against commission.  
 [12] Q Can you explain how that works?  
 [13] A Based on a salesman's draw, we usually net it out [14] to ten percent of profits.  
 [15] Q You say draw. That means they have a base salary; [16] is that correct?  
 [17] A Yes.  
 [18] Q And explain how the commission part works?  
 [19] A A salesman draws \$50,000. He needs to bring in a [20] half a million dollars in net revenue to cover his draw.  
 [21] Q And if the sales person does not bring in a half [22] million net revenue, what happens?  
 [23] A I'm not - not net revenue. Net profits. I'm [24] sorry.  
 [25] Q You say a salesman has to draw - has a draw of

Page 39

- [1] 50,000?  
 [2] A Yes, sir.  
 [3] Q And would need to bring in a half a million net [4] profits to cover the draw?  
 [5] A Yes.  
 [6] Q What happens if a salesman doesn't bring in a half [7] million net profits?  
 [8] A Cut his pay, you can let him go, or you can keep [9] him.  
 [10] Q What would you do in that situation?  
 [11] A I can't answer the question because I'd have to [12] know, or someone would have to know what is he working on. [13] I mean, there's a lot of variables there.  
 [14] Q Has that happened before?  
 [15] A Which part?  
 [16] Q Has it happened where someone doesn't bring in [17] sufficient net profits to cover the draw?  
 [18] A Sure.  
 [19] Q And in those circumstances, what have you done?  
 [20] A Various. I just gave you my laundry list, a [21] laundry list that I -  
 [22] Q On occasion, you have cut pay?  
 [23] A Sure.  
 [24] Q On occasion, you have terminated for that reason?  
 [25] A Yes.

Page 40

- [1] Q On occasion, you have kept the person?  
 [2] A Yes.  
 [3] Q Then how does the commission work?  
 [4] A If they get over their allotted net profits, [5] they'd be entitled to some type of additional commission. I [6] don't use the word bonus.  
 [7] Q How is that calculated?  
 [8] A The same scenario.  
 [9] Q Do they get a percentage of the net profits?  
 [10] A They would get ten percent. If a salesman did [11] 600,000, he'd be entitled to an additional \$10,000.  
 [12] Q What do your sales people typically make in [13] commissions?  
 [14] A It's a wide scope.  
 [15] Q Why don't you tell me the high numbers and the [16] lower numbers to give me a sense of the range?  
 [17] A Some salesmen have started at a base pay of [18] \$40,000, \$35,000, and some sales people start at a base pay [19] at \$150,000.  
 [20] Q And that's based on prior performance? Time with [21] the company?  
 [22] A What they have on a piece of paper. You know, [23] what they can bring to the party. Does that make sense?  
 [24] Q That means how much work they have produced in [25] the [25] past?

Vantage 20677

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(11)

Page 41

- [1] A In the past, or maybe they've come from another [2] company, you know.
- [3] Q That's just the base pay?
- [4] A Yeah.
- [5] Q Can you tell me the range in terms of commissions [6] that are paid out to salesmen?
- [7] A It could range from five thousand dollars to a [8] hundred thousand dollars.
- [9] Q Is 100K the high number, or is it sometimes more [10] than that?
- [11] A I'm not sure. I - I'm not sure of the exact [12] figures.
- [13] Q Tell me what the - how Vantage's fundraising [14] operation works?
- [15] A They go out and call on groups.
- [16] Q Can you be more specific than that?
- [17] A They set up appointments to call on groups.
- [18] Q And how are they fundraising? How does the [19] fundraising work?
- [20] A You act as a - I'm not sure the exact detail of [21] how it works myself, but the bottom line is, they go out and [22] solicit a group to do some type of product-induced package [23] to their members.
- [24] Q And are these primarily non-profits, the groups?
- [25] A Yes.

Page 42

- [1] Q Tell me how the business works? This is a [2] profitable business, I take it?
- [3] MR. LeCLAIR: Objection.
- [4] Q Is this a profitable business?
- [5] A Yes.
- [6] Q What were Vantage's fundraising division's profits [7] last year?
- [8] A Without collections, I'd be guessing. I think [9] it's about two million dollars, a little better than two [10] million dollars.
- [11] Q Net profits?
- [12] A I don't know how many receivables we had going [13] into fall owing. Yeah, so there's a little - I don't know [14] how they do - how we do the bookkeeping, okay.
- [15] Q What does the two million represent?
- [16] A Pre-tax dollars. Is that what you're asking?
- [17] Q So a sales person goes out and gets a not-for- [18] profit company to do business with Vantage, selling - to do [19] fundraising. Describe how that relationship works, what [20] Vantage does?
- [21] A We put together the creative materials, the [22] product - products, package them, put them all together, [23] you know, assemble them, and have them produced and [24] marketed.
- [25] Q Have them produced and marketed?

Page 43

- [1] A Yeah. You know, printed.
- [2] Q Who does that?
- [3] A We have various mail houses and printers. I'm not [4] sure which one. I wouldn't know.
- [5] Q Vantage contracts it out?
- [6] A Yes.
- [7] Q The printing?
- [8] A Yes.
- [9] Q How about the marketing?
- [10] A Could be. It's all - It's not produced at [11] Vantage. When I say the marketing, if there's a creative [12] package, then it's produced at - either with the [13] organization and Vantage or with a consultant and Vantage.
- [14] Q By marketing, you mean what's actually in the -
- [15] A Components.
- [16] Q The components of what's being sent out?
- [17] A Yes, sir.
- [18] Q And you said products. What sort of products?
- [19] A Mostly labels and cards, some calendars. Some [20] pins even. I'm sorry.
- [21] Q Labels, cards, pins?
- [22] A Pins.
- [23] Q Can you describe what these items might be?
- [24] A A little pin, you know, like a pin that would go [25] up here with the group or organization's logo or code or,

Page 44

- [1] you know, a Knights of Columbus pin, or whatever, Knights of [2] Columbus, K of C pin.
- [3] Q And the cards?
- [4] A Cards would be like a pack of greeting cards.
- [5] Q How would the - Tell me more about how the [6] program would work, how the - what Vantage would do? You [7] said they would put together the mailing?
- [8] A Yeah.
- [9] Q Then what happens next?
- [10] A It would go to either their own caging [11] operation - Is that what you're saying?
- [12] Q I'm asking you. I mean, how does the process [13] work? Vantage is in the business of doing fundraising for [14] non-profits, correct?
- [15] A Yes.
- [16] Q I'm asking you about how the business operates?
- [17] A Solicit the group; put together all the [18] components. We would do the mailing. We would be working [19] with an affiliate caging operation that would collect the [20] donations. Then after a certain time period - and again, [21] it varies - we would do a, it's known as a reminder, 'you [22] haven't made your donation, you know, please donate now. [23] Same scenario. We'd assemble the package, have it mailed [24] out to people who haven't donated off the original program; [25] ask for another type of solicitation. Money would then

Vantage 20678



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(12)

Page 45

[1] be - go to the same caging operation. And that form would  
 [2] usually go two times, where there would be one reminder;  
 [3] then there would be a second reminder to go to the [4]  
 organization.  
 [5] Q When you say "caging operation," is this a company [6]  
 that Vantage would contract with?  
 [7] A Yes, or the group could have their own caging [8]  
 operation. I mean, it's -  
 [9] Q Either way?  
 [10] A Either way.  
 [11] Q And a caging operation is just a company that acts [12]  
 as a repository for the donations that come in?  
 [13] A Yes.  
 [14] Q Where would that money go, the donations that come  
 [15] into the caging operation? What would the caging  
 operation [16] do with the money?  
 [17] A It would go into, I think, a escrow account. I'm [18] not  
 sure, to be honest with you. I think it's an escrow [19] account.  
 [20] Q An escrow account at the caging company?  
 [21] A Yes.  
 [22] Q And what would happen to that money? It doesn't [23]  
 just stay in the caging account, does it?  
 [24] A No. Eventually, it would pay our contracted [25] amount,  
 and the group would keep the balance.

Page 46

[1] Q When you say "pay our contracted amount," what do  
 [2] you mean?  
 [3] A Whatever we contracted with the association.  
 [4] Q Tell me about the contracts with the association, [5]  
 with the non-profits, how do those - how would those work?  
 [6] A Meaning?  
 [7] Q How were the contracts structured in terms of the [8]  
 payments?  
 [9] A I wouldn't know.  
 [10] Q You don't know how the contracts were structured?  
 [11] A No.  
 [12] Q Who is responsible for the contracts?  
 [13] A In what time period?  
 [14] Q Well, let's say 1995 to the present?  
 [15] A It would be an array of people that were [16]  
 responsible for it.  
 [17] Q Who are those people?  
 [18] A John Fiebbe, Dallas Graves. I'm not sure of the [19]  
 order. Victoria James, Tom Ferrara, Dick Jarvis. I'm not [20]  
 sure. There was a cast of them.  
 [21] Q All these individual people could do whatever type [22]  
 of contract they wanted?  
 [23] A I would say - I'm not sure any kind of contract [24] they  
 wanted, but they were in charge of doing contracts.  
 [25] Q Who would review the contracts? Who would ensure

Page 47

[1] that they were uniform?  
 [2] A Which time period?  
 [3] Q In 1995 to the present.  
 [4] A It would fall into their bailiwick with the [5] salesmen.  
 [6] Q So the salesmen an these individuals could do [7]  
 whatever sort of contract they wanted, any sort of financial [8]  
 arrangements?  
 [9] A No. We gave them standard - I mean, we had [10]  
 talked about - Let's put it this way. There would be some [11]  
 type of standardization between a bulk agreement, a non- [12]  
 profit agreement, what's workable in Canada.  
 [13] Q Who would make those decisions?  
 [14] A As I said, most of the decisions were made by [15]  
 John. I'm sure Harry would have some involvement with that.  
 [16] Q Now, you just said that you gave them standard [17]  
 contracts. Who was responsible for the language of the [18]  
 standard contracts?  
 [19] A Who was responsible? As I said, whoever was [20]  
 running the division at that time.  
 [21] Q And you said that they did not have, those people [22]  
 did not have complete discretion about what sort of contract  
 [23] they drafted?  
 [24] A I said the salesmen don't.  
 [25] Q So the individuals who were running the division

Page 48

[1] could draft whatever sort of contract they wanted?  
 [2] A I would assume not but, I mean - I would assume [3]  
 not. That wouldn't make good business sense.  
 [4] Q No. So what I'm asking is, who was responsible [5] for  
 ensuring that that didn't happen?  
 [6] A I would assume, Harry.  
 [7] Q What was Harry's role during this period? Harry [8]  
 Melikian we're referring to?  
 [9] A Yes.  
 [10] Q What was his role at that time? We're talking [11] 1995  
 to present.  
 [12] A He's in charge of Finance.  
 [13] Q Do you know - You said there would be different [14]  
 contracts for non-profit or bulk, correct?  
 [15] A Yeah.  
 [16] Q What's the difference in the contracts?  
 [17] A I wouldn't know.  
 [18] Q How do you know they're different?  
 [19] A I assume they are.  
 [20] Q Why?  
 [21] A Because one's non-profit and one's bulk, and one's [22]  
 in Canada. I mean, there's Canadian contracts, too.  
 [23] Q Why do you think that those contracts would be any  
 [24] different?  
 [25] A I have no idea.

Vantage 20679



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(13)

Page 49

- [1] Q Well, you said it. I'm asking you why?
- [2] A Well, just hearing it, non-profit and bulk, right?
- [3] Q Hearing it from who?
- [4] A Non-profit and bulk. The terms and conditions, I [5] assume, are different.
- [6] Q Do you know that there -- Do you know if there are [7] any regulations that govern non-profit mailings versus bulk [8] mail mailings?
- [9] A Do I know it or do I assume it?
- [10] Q Do you know if there are any regulations that [11] govern --
- [12] A I assume there are, yes.
- [13] Q You assume there are?
- [14] A I assume there are, yes.
- [15] Q What's that assumption based on?
- [16] A Conversation.
- [17] Q With who?
- [18] A With whoever in my office.
- [19] Q No, no. I'm not asking whoever. I'm asking who?
- [20] A Don't know. As I said, I didn't have an incident, [21] I think it was in the late '80s, with my travel division. [22] And there's a difference between non-profit status and bulk [23] status.
- [24] Q And that is based on regulations?
- [25] A Yes, I assume. Yes.

Page 50

- [1] Q Who at Vantage was responsible for ensuring that [2] contracts were legal?
- [3] MR. LeCLAIR: Objection.
- [4] A I wouldn't know.
- [5] Q Do you know if anybody at Vantage was responsible [6] for ensuring that contracts complied with applicable [7] regulations?
- [8] MR. LeCLAIR: Objection.
- [9] A Could you repeat that? I'm sorry.
- [10] Q Do you know if anybody at Vantage was responsible [11] for ensuring that contracts complied with applicable [12] regulations?
- [13] MR. LeCLAIR: Objection.
- [14] A No.
- [15] Q You don't know if anybody was responsible for [16] doing that?
- [17] A No. I just assumed that they were.
- [18] Q You just assumed that the contracts complied?
- [19] A Yes. Yes.
- [20] Q Did you ever make any effort to determine if, in [21] fact, the contracts complied with regulations?
- [22] A The answer is yes to that.
- [23] Q What did you do?
- [24] A I went to the Sales people. And I don't know when [25] this is, but I assume after you notified us, or somebody

Page 51

- [1] notified us that they weren't in compliance.
- [2] Q You're saying that in connection with this [3] lawsuit?
- [4] A Yes, sir.
- [5] Q And what did you do when you were informed of that [6] in connection with this lawsuit?
- [7] A I spoke to my attorney at the time, which I don't [8] know which one it was. I'm not trying to be rude. And we [9] needed to do some type of compliance that we weren't doing.
- [10] Q And what did you do to come into compliance?
- [11] A Change the agreements.
- [12] Q How did you change them?
- [13] A I don't know.
- [14] Q Who changed them?
- [15] A I assume the attorney did, with whoever was the [16] acting boss at that time and Harry. My assumption.
- [17] Q You weren't involved in that process at all?
- [18] A No, I was involved with the process of making sure [19] that whatever was being done, that we stopped doing that.
- [20] That I was.
- [21] Q And what was it that you were doing that you [22] stopped?
- [23] A Contractual issues that we were doing improperly.
- [24] Q What were those contractual issues?
- [25] A I don't know all the detail, Peter.

Page 52

- [1] Q Did you delegate this responsibility?
- [2] A I would assume so, yes.
- [3] Q When you say you assume do, did you or didn't you?
- [4] A Well, I was in a room with an attorney and Harry [5] and whoever was the acting boss at that time to make sure [6] whatever we were doing, we stopped.
- [7] Q Since you don't -- you say you don't know even [8] what that was, I'm asking you, who did you, as CEO make [9] responsible to ensure --
- [10] A The attorney, Harry, and whoever the acting boss [11] was at that time.
- [12] Q When you say "acting boss" --
- [13] A Whoever the manager of the division was at the [14] time.
- [15] Q Manager of the fundraising division?
- [16] A Yes, sir.
- [17] Q Who is the current manager of the fundraising [18] division?
- [19] A A gentleman named Brian Nohle.
- [20] Q Could you spell the last name?
- [21] A N-O-H-L-E, I think it is, but I can get you the -- [22] I'm not sure that's the right spelling.
- [23] Q What is his title?
- [24] A I don't know the exact title. I don't want to [25] guess.

Vantage 20680

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(14)

Page 53

- [1] Q Who is the -- I mean, you used the term manager of [2] the fundraising division?
- [3] A Yes, sir.
- [4] Q Who was the manager of the fundraising division [5] before Brian Nohle?
- [6] A A fellow named Peter Demakis.
- [7] Q Who was the manager of the fundraising division [8] prior to that?
- [9] A I don't know. It was a woman. I'm not sure of [10] her name. I think about it. I'll tell you what her name [11] was.
- [12] Q It was a woman?
- [13] A Yes.
- [14] Q When was Dallas Graves manager of the fundraising [15] division?
- [16] A '94, '93, '95.
- [17] Q Prior to your being apprised in 1997 that there [18] was a problem with the contracts in the fundraising, prior [19] to that time, were you aware that there were postal [20] regulations governing the use of non-profit mails?
- [21] A I'd say yes.
- [22] Q And what were you aware of, what regulations?
- [23] A I wouldn't know what they were.
- [24] Q Why do you say you were aware of them?
- [25] A I told you, in the travel scenario.

Page 54

- [1] Q From travel experience you were aware there were [2] postal regulations governing non-profit?
- [3] A Yes, sir.
- [4] Q Prior to 1997, did you do anything to determine [5] how those regulations might apply to your fundraising [6] contracts?
- [7] A No, sir.
- [8] Q To your knowledge, did anyone at Vantage do [9] anything to determine whether those regulations applied to [10] Vantage's fundraising contracts?
- [11] A I can't answer the question.
- [12] Q Did anyone at Vantage, prior to 1997, ever talk to [13] you about regulations that might govern fundraising [14] contracts?
- [15] A I can't answer the question. I can't recall. I [16] said I had the conversation with somebody in the travel [17] business in the late '80s.
- [18] Q Do you remember any conversations prior to that [19] concerning regulations that governed non-profit mailing?
- [20] A No.
- [21] Q Did you ever ask anyone at Vantage to evaluate [22] the -- what effect, if any, the non-profit regulations had [23] on Vantage's contracts?
- [24] A I don't recall if I did or I didn't.
- [25] Q Well, if you did, who would you ask to do that --

Page 55

- [2] MR. LeCLAIR: Objection.
- [3] Q -- prior to 1997?
- [4] A I would assume I'd ask the manager of the [5] division.
- [6] Q Did you ever arrange for any training of any of [7] your employees about the regulations governing non-profit [8] mailings?
- [9] A Not to my recollection. I don't recall.
- [10] Q Well, you don't recall whether you paid any third [11] party to come in and talk to your employees?
- [12] A I don't recall.
- [13] Q You say you don't recall. Is that because it [14] didn't happen?
- [15] A I say it because I don't recall if I did or I [16] didn't.
- [17] Q Do you think you might have?
- [18] A No.
- [19] Q Are you familiar with the term Cooperative Mail [20] Rule?
- [21] A Yes, I am.
- [22] Q When is the first time you became familiar with [23] that term?
- [24] A I'm not sure when.
- [25] Q Were you familiar with it prior to the events

Page 56

- [1] surrounding this lawsuit in 1997?
- [2] A Not to my knowledge.
- [3] Q You have an understanding of what the Cooperative [4] Mail Rule is?
- [5] A No, I don't.
- [6] Q Have you made any efforts to determine what the [7] Cooperative Mail Rule is?
- [8] A Excuse me?
- [9] Q Have you made any efforts to determine what the [10] Cooperative Mail Rule is?
- [11] A No.
- [12] Q Is there anyone at your company now that is [13] responsible for compliance issues?
- [14] MR. LeCLAIR: Objection.
- [15] A I assume, after the conversation I had four or [16] five years ago, that we made sure everything was in [17] compliance.
- [18] Q Who did that?
- [19] A As I said, the attorney. I'm not sure which one [20] it was at that time; Harry; whoever the General Manager was [21] at that time, or the VP.
- [22] Q Did those individuals report to you about [23] compliance issues?
- [24] A Excuse me. I'm sorry, Peter.
- [25] Q Did those individuals report to you about

Vantage 20681

Page 57

- [1] compliance issues?  
 [2] A Yes.  
 [3] Q What did they report to you?  
 [4] MR. LeCLAIR: I'm going to instruct the witness [5] not to disclose conversations with his attorneys.  
 [6] Q What did those individuals report to you, [7] excluding your attorney?  
 [8] A That there were issues with our agreements.  
 [9] Q And what else?  
 [10] A That's what they told me.  
 [11] Q Did they report on whether those issues were [12] resolved?  
 [13] A Yeah, they were resolved.  
 [14] Q They told you that the issues were resolved?  
 [15] A Yes.  
 [16] Q Did they tell you how they were resolved?  
 [17] A Yes.  
 [18] Q How? What did they say?  
 [19] A I guess there was an issue with side letters.  
 [20] Q What was the issue?  
 [21] A Some of the salesmen were using side letters.  
 [22] Q What did they tell you about the side letters?  
 [23] A They shouldn't be using them.  
 [24] Q Did they tell you why?  
 [25] A Yes.

Page 58

- [1] Q Why?  
 [2] A Because it was a form of violating the Coopera - [3] What was your terminology, corporate mailings or non-profit [4] mailings.  
 [5] Q Did they tell you why they violated the [6] Cooperative Mail Rule?  
 [7] A No.  
 [8] Q Did you ask?  
 [9] A No.  
 [10] Q Did you do anything to determine why these side [11] letters violated the Cooperative Mail Rule?  
 [12] A Could you repeat that, Peter?  
 [13] Q Did you do anything to determine why these letters [14] violated the Cooperative Mail Rule?  
 [15] A Yes.  
 [16] Q What did you do?  
 [17] A I asked - I mean, the competition was doing the [18] same type of thing. So I asked why, and they told me, just [19] like I said, it's not the right thing to be using side [20] letters, period.  
 [21] Q Okay, that's a conclusion. Did they tell you [22] why -  
 [23] A No.  
 [24] Q My question is this. I'm going to ask this [25] question again.

Page 59

- [1] A I'm sorry.  
 [2] Q Did you do anything to determine why the side [3] letters violated the Cooperative Mail Rule?  
 [4] A Well, I understood you weren't supposed to be [5] using them, as I stated. We weren't supposed to be using [6] side letters. That was my understanding.  
 [7] Q Why weren't you supposed to be using side letters? [8] What was your understanding as to --  
 [9] A It was in violation of the agreement. I'm not [10] sure, Peter, okay.  
 [11] Q You've said that you understood --  
 [12] A Violation of Cooperative Mailing.  
 [13] Q What was it about the side letters - What was [14] your understanding as to what was it about the side letters [15] that violated the Cooperative Mail Rule?  
 [16] A With due respect - I'm sorry.  
 [17] Q Specifically, what do you mean by that?  
 [18] A By releasing someone with a side letter, there's [19] no risk on the part of the organization.  
 [20] Q There's no risk on the part of who?  
 [21] A The organization.  
 [22] Q The non-profit?  
 [23] A The non-profit.  
 [24] Q Did you do anything - Let me strike that. Do you [25] know where these - who drafted the side letters?

Page 60

- [1] A No.  
 [2] Q Did you do anything to find out who drafted side [3] letters?  
 [4] A No.  
 [5] Q Did you ask anyone else to find out where the side [6] letters came from?  
 [7] A No.  
 [8] Q Were you aware, prior to 1997, that side letters [9] were being used?  
 [10] A Yes.  
 [11] Q When did you become aware of that?  
 [12] A I don't know. I can't recall.  
 [13] Q What were you aware? In what circumstances were [14] you aware of the side letters being used?  
 [15] A I was aware that the competition was giving people [16] financial guarantees. That's what I was aware of.  
 [17] Q Okay. I asked you under what circumstances you [18] were aware of the side letters being used by Vantage?  
 [19] A I can't - I don't recall under what [20] circumstances.  
 [21] Q You said that you were aware of the side letters [22] being used prior to 1997; is that correct?  
 [23] A Yes.  
 [24] Q Tell me a specific instance in which you were [25] aware of a side letter being used?

Vantage 20682

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(16)

Page 61

- [1] A I - As I said to you, I was aware of it, but I [2] don't recall under what circumstances I was aware of it, [3] what brought it to my attention. I think that's what you're [4] asking me.
- [5] Q Did you ever question anyone about why side [6] letters were used?
- [7] A Yes.
- [8] Q Who did you question?
- [9] A The manager of the division.
- [10] Q Who was that?
- [11] A I can't tell you which one.
- [12] Q Do you remember a conversation with a manager of [13] the division about the side letters?
- [14] A Yes.
- [15] Q Tell me the conversation?
- [16] A I can't recall the exact conversation.
- [17] Q Well, tell me what you can remember about the [18] conversation?
- [19] A That he informed em that there were some side [20] letters, and I told him to stop it.
- [21] Q When was this?
- [22] A I don't recall the exact time.
- [23] Q Was this prior to the investigation in '97?
- [24] A Yes.
- [25] Q Was this in the early '90s?

Page 62

- [1] A I can't recall.
- [2] Q Do you recall where the conversation was?
- [3] A No.
- [4] Q You recall it was a manager - it was with a [5] manager of the division?
- [6] A Yes.
- [7] Q Was there anybody else present for that [8] conversation?
- [9] A I can't recall.
- [10] Q Was this person a woman or a man?
- [11] A It had to have been a man.
- [12] Q Why do you say it had to be a man?
- [13] A Because I don't think I hired a woman executive [14] for that division until late '90s.
- [15] Q Was that Lynn Edwards you hired in the late '90s?
- [16] A Yes. Lynn Edmonds, thank you. That's the - That [17] was the woman's name, but I'd forgotten it.
- [18] Q She was the manager of the division between Peter [19] Demakis and Dallas Graves?
- [20] A No, there were a few others.
- [21] Q In between those two?
- [22] A Yes, sir.
- [23] Q Do you recall if that conversation was with Dallas [24] Graves?
- [25] A I can't recall who it was with.

Page 63

- [1] Q Who were the other managers - When I asked you [2] earlier about the managers in the fundraising division, you [3] mentioned Brian Nohle, Peter Demakis. Now, we've determined [4] Lynn Edmonds and Dallas Graves. Who was the -
- [5] A There was a Tom Ferrara.
- [6] Q How do you spell the last name?
- [7] A I'm sorry. I don't know.
- [8] Q Can you say it again?
- [9] A Tom Ferrara.
- [10] Q Who else?
- [11] A John Flebbe.
- [12] Q Can you spell that?
- [13] A I'm sorry. I can't. I'm not sure how can spell [14] it. And there was another woman out of New York. I can't [15] think of her name that was in there.
- [16] Q Prior to Lynn Edmonds?
- [17] A Yes.
- [18] Q I thought you just said you handed hired a woman [19] until the '90s?
- [20] A No, the late '90s, I said.
- [21] A So there was a woman also in the late '90s?
- [22] A Yes.
- [23] Q You don't remember her name?
- [24] A No, I'm sorry I don't.
- [25] Q Any others that you remember?

Page 64

- [1] A No.
- [2] Q Do you recall the circumstances under which this [3] person. this manager of the division told you about the wide [4] seller?
- [5] A No.
- [6] Q Do you recall why you told this person to stop [7] using them?
- [8] A No.
- [9] Q Did you see a side letter at that point?
- [10] A I don't recall.
- [11] Q What was your concern about the side letter?
- [12] A I had a lot of concerns about it.
- [13] Q Tell me those concerns?
- [14] A I didn't think it was a sales issue. I don't [15] think you needed to use a side letter.
- [16] Q What do you mean?
- [17] A Well, it's not necessary to use a side letter to [18] sell the deal, this deal.
- [19] Q Did you tell the person that the side letter [20] should - the language should go right in the contract?
- [21] A No.
- [22] Q What did you tell the person?
- [23] A I think it was a proven group.
- [24] Q What do you mean?
- [25] A A group with a track record.

Vantage 20683

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(17)

Page 65

- [1] Q So why does that matter?
- [2] A I just felt it wasn't necessary to give anybody a [3] side letter.
- [4] Q Why would it not be necessary to give a proven [5] group with a track record a side letter?
- [6] A Because the organization would know their results [7] from past history.
- [8] Q Why was that important?
- [9] A They know how much money they're going to make.
- [10] Q Again, why is that important? Why does that mean [11] they don't need a side letter?
- [12] A Because it's a proven track record of how much [13] money they're going to make.
- [14] Q I'm going to ask you again. I don't understand [15] why that means they don't need a side letter?
- [16] A I gave you my answer, Peter.
- [17] MR. LeCLAIR: Peter, if he doesn't have a [18] different answer, he can't help the fact he doesn't have a [19] different answer. Why don't you move on to another [20] question?
- [21] MR. LEVITT: Thank you very much, Brian. I [22] appreciate your input. It's very helpful.
- [23] Q You've testified that you told - that you [24] didn't - you said you didn't - you told this person he [25] didn't need the side letter because the group was a proven

Page 66

- [1] group, had a proven track record. What was the purpose of [2] the side letter in that respect?
- [3] MR. LeCLAIR: Objection.
- [4] A It was like, as I've stated before.
- [5] Q Could you remind me?
- [6] A It was a risk - a non-liability risk by using the [7] side letter. I believe that's what I stated before.
- [8] Q The side letter took away the risk for the [9] organization?
- [10] A Yes.
- [11] Q And ensured that they would have no liability?
- [12] A Yes.
- [13] Q And so, if the company had a proven track record [14] of making money, that wouldn't be a concern because they [15] wouldn't have a risk anyways; is that the point?
- [16] A Yes.
- [17] Q Do you recall whether you - there were any other [18] occasions where you found out about side letters being used?
- [19] A No.
- [20] Q Did you do anything to ensure, after this one [21] incident, that side letters were not being used?
- [22] A Did I ensure it?
- [23] Q Did you do anything to make sure, after that one [24] incident that side letters were no longer being used?
- [25] A No.

Page 67

- [1] Q Did you talk to any of the other Sales people and [2] say, for example, that side letters should not be used?
- [3] A I don't recall. I think I did.
- [4] Q You think you did?
- [5] A Yeah.
- [6] Q So you did do something to make sure that side [7] letters were not -
- [8] A You said ensure. That's not what I said. That's [9] what you said.
- [10] Q Did you communicate to any of the other sales [11] people after this one incident that they should no longer [12] use side letters?
- [13] A I don't think so.
- [14] Q Did you communicate anything to any of the other [15] Sales people after this one incident about side letters?
- [16] A No.
- [17] Q You didn't talk to any of the other Sales people?
- [18] A I always talk to some of the Sales people.
- [19] Q You didn't talk to any of the other Sales people [20] about the side letters after this incident?
- [21] A Not to my knowledge.
- [22] Q Did you ask anyone at Vantage to discuss with any [23] of the Sales people the usage of side letters after this [24] incident?
- [25] A I don't recall if I did or I didn't.

Page 68

- [1] Q Were you concerned about other Sales people using [2] side letters after you found out about this one incident?
- [3] A No.
- [4] Q Why not?
- [5] A I just wasn't at the time.
- [6] Q Did you think that it was going on with other [7] Sales people?
- [8] A I wasn't sure if it was or it wasn't.
- [9] Q Did you do anything to find out if it was?
- [10] A No.
- [11] Q You mentioned - When I asked you if you had [12] concerns about the side letter in this one incident, you [13] said that you had numerous concerns. Can you tell me what [14] the rest of those concerns were?
- [15] A Well, my concern was my business.
- [16] Q What about your business?
- [17] A That the competition was guaranteeing funds to [18] customers, all our competitors.
- [19] Q And when did you first learn about that?
- [20] A I'd be guessing. I wouldn't know, Peter.
- [21] Q Would you say it was the early '90s or late '90s?
- [22] A I'd say it's the early '90s.
- [23] Q Who did you learn was among your competitors that [24] were giving guarantees?
- [25] A All of them.

Vantage 20684



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(18)

Page 69

- [1] Q Who were your competitors?
- [2] A Barton & Cotton, Finn Marketing. Those are the [3] two big competitors. And I don't know if Famous Artists was [4] still in business then or not, Peter.
- [5] Q How did you hear about this?
- [6] A You know, documentation or salesmen's [7] conversation. People new they were guaranteeing people [8] money.
- [9] Q When you say salesmen's conversation, does that [10] mean your sales people talking to potential clients, and the [11] clients would say, 'Well' —
- [12] A Yes, sir.
- [13] Q Let me —
- [14] A That's right. What you said was right.
- [15] Q I know. I hadn't finished. And just for the [16] record —
- [17] A I'm sorry.
- [18] Q That's okay. And the client would say, 'Well, [19] Barton-Cotton is guaranteeing us \$50,000,' for example?
- [20] A Yes.
- [21] Q That's how you — one of the ways that you learned [22] about this?
- [23] A Yes.
- [24] Q What was your response?
- [25] A My personal response?

Page 70

- [1] Q Well, what was your response as the CEO of [2] Vantage?
- [3] A I don't recall what my response was.
- [4] Q You said you were concerned about —
- [5] A Well, it concerned me.
- [6] Q — concerned about the business?
- [7] A How do you stay in business if people are making [8] guarantees?
- [9] Q If they're making guarantees and you're not, how [10] do you stay in business?
- [11] A Yes.
- [12] Q So what did you do?
- [13] A I assume we kind of followed suit.
- [14] MR. DARLING: I'm sorry, sir?
- [15] THE WITNESS: I assume we followed suit.
- [16] Q You said, 'I assume we followed suit.' Do you [17] know whether you followed suit or not?
- [18] A I assume we followed suit. The answer is yes.
- [19] Q You do know?
- [20] A Yes.
- [21] Q You did follow suit?
- [22] A Yes.
- [23] Q How did you follow suit? What did you do?
- [24] A I don't know all the details, but I assume we [25] followed suit.

Page 71

- [1] Q Well —
- [2] A I assume that's where these side letters came [3] from.
- [4] Q You assume, or do you know that to be the case?
- [5] A I assume.
- [6] Q Why are you using the word "assume"?
- [7] A Because it never came as a, 'Hank Lewis says.'
- [8] Q What do you mean?
- [9] A That that was our policy. It was not a policy, [10] okay.
- [11] Q You never told your Sales people to do that?
- [12] A Yes.
- [13] Q But you know they did it?
- [14] A Some of them, yes.
- [15] Q When did you first become aware that they were [16] doing this, using the side letters?
- [17] A I don't recall.
- [18] Q Was it prior to this investigation of '97, this [19] lawsuit in '97?
- [20] A Excuse me?
- [21] Q Was it prior to this lawsuit in '97 that you first [22] became aware that —
- [23] A I've already said yes to that.
- [24] Q You've said that one incident?
- [25] A Yes.

Page 72

- [1] Q Is there any other incident you recall in which [2] you became aware of side letters being used?
- [3] A No.
- [4] Q You said again that — previously that you were [5] concerned when you found out about the side letters being [6] used, and you said you had numerous concerns. Have you told [7] me all of your concerns? Did you have other concerns?
- [8] A No. No, Peter.
- [9] Q No, you haven't told me, or no, you didn't have [10] any more?
- [11] A No, I didn't have any more.
- [12] Q And you said your concern was the business because [13] your competitors were giving financial guarantees?
- [14] A Yes, sir.
- [15] Q Now, a side letter gave a financial guarantee —
- [16] MR. LeCLAIR: Objection.
- [17] Q — is that correct?
- [18] A No.
- [19] Q You said earlier removed the risk. If you told [20] your employee not to use the side letter, were you then [21] concerned about the business?
- [22] A Excuse me, Peter?
- [23] Q Let me see if I can ask this is a way that makes [24] sense. Were you concerned that if you told your employee [25] not to use the side letter, that Vantage would be at a

Vantage 20685



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(19)

Page 73

[1] competitive disadvantage?  
 [2] A Could you say that again? I'm sorry.  
 [3] Q Were you concerned that if you told your employee [4] not to use the side letter, that Vantage would be at a [5] competitive disadvantage?  
 [6] A I assume so.  
 [7] Q You assume you were concerned about that?  
 [8] A I definitely was concerned about it.  
 [9] Q What did you do to address that concern?  
 [10] A Nothing.  
 [11] Q Do you know —  
 [12] THE WITNESS: Can I have another glass of water? [13] That's what I do know.  
 [14] MR. LEVITT: We're going to break in 20 minutes. [15] Can you wait?  
 [16] THE WITNESS: Okay.  
 [17] MR. LEVITT: Do you want to take a — We can take [18] a short break now. Do you want to take a break?  
 [19] THE WITNESS: Do you mind? Two minutes.  
 [20] MR. LEVITT: We'll take a quick break now.  
 [21] (Off the Record.)  
 [22] (Whereupon, at 12:14 p.m., the deposition was [23] recessed, to be reconvened this same day.)

Page 74

[1] (1:19 p.m.)  
 [2] A F T E R N O O N S E S S I O N  
 [3] EXAMINATION (cont.)  
 [4] MR. LEVITT: Back on the record.  
 [5] BY MR. LEVITT:  
 [6] Q Mr. Lewis, at some point, did you take over [7] responsibility for reviewing contracts from Harry Melikian?  
 [8] A No.  
 [9] Q That never happened?  
 [10] A No.  
 [11] Q You mentioned the relationship, the business [12] relationship you had with Famous Artists, that Vantage had [13] with Famous Artists, correct?  
 [14] A Yes.  
 [15] Q I'm sure I asked you this, but maybe you could [16] refresh my recollection. When was that?  
 [17] A '90, '89. I'm not sure.  
 [18] Q In that general time period?  
 [19] A It might have been '88. I don't know. I'm not [20] sure.  
 [21] Q You were — had questions, I think, about the name [22] of Famous Artists and what it was actually called. Does the [23] name Famous Hospitality Corporation ring a bell?  
 [24] A No.  
 [25] Q You remember it as Famous Artists?

Page 75

[1] A Yes.  
 [2] Q I may have asked you this, as well. Do you recall [3] if the transaction you were referring to was a sale of the [4] Famous Artists division to Barton-Cotton in 1993? Does that [5] ring a bell?  
 [6] A No.  
 [7] Q Can you tell me the names of all the people at [8] Famous Artists that you had any contact with?  
 [9] A Charles Simon. And there was another guy, and I [10] did meet his father once. I don't know what his name was.  
 [11] Q The father of Charles Simon?  
 [12] A Yeah. There was a Dad someplace. Then there was [13] another guy. And then, there was another guy from [14] Tennessee.  
 [15] Q Does the name Bev Howard ring a bell?  
 [16] A Excuse me, sir?  
 [17] Q Does the name Bev Howard ring a bell?  
 [18] A No.  
 [19] Q Again, you may have testified to this point, but [20] do you recall how long the relationship between Vantage and [21] Famous Artists took place?  
 [22] A I think it was a year, a year and a half, in that [23] vicinity. I'm not 100 percent sure.  
 [24] Q Do you know if there was any contractual documents [25] in that connection?

Page 76

[1] A No.  
 [2] Q You don't know if there were or weren't?  
 [3] A Were or weren't, I don't know.  
 [4] Q It may have been oral; it may have been in [5] writing. You're not sure?  
 [6] A I'm not sure.  
 [7] Q Do you have a sense of how lucrative the program [8] was for Vantage?  
 [9] A No.  
 [10] Q Were you aware that Famous Artists was [11] investigated by the Postal Service for violations of the [12] Cooperative Mail Rule in the early 1990s?  
 [13] A No.  
 [14] Q Did you, at any point, have any discussions with [15] anyone at Famous Artists about any problems they were having [16] using their non-profit — using the non-profit rates?  
 [17] A No.  
 [18] Q Who were the clients that you referred to Famous [19] Artists?  
 [20] A I wouldn't know.  
 [21] Q You don't remember?  
 [22] A No.  
 [23] Q Were you trying to target a particular type of [24] client for Famous Artists?  
 [25] A No.

Vantage 20686.

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(20)

Page 77

- [1] Q Let me explain what I ---  
 [2] A I'm sorry. Go ahead.  
 [3] Q Let me explain what I mean by that. You referred [4] earlier to Imperial Shrine as ---  
 [5] A Yes.  
 [6] Q -- a client who had a strong -- I can't remember [7] the term you used -- a strong base, a strong ---  
 [8] A Affinity.  
 [9] Q -- affinity membership. Is that the right way to [10] say it?  
 [11] A Yes, sir.  
 [12] Q And my question about Famous Artists is were you [13] trying to refer those type of clients to Famous Artists?  
 [14] A I would assume so. I mean, I don't have a list of [15] the clients, Peter.  
 [16] Q No, I understand you don't remember. I'm asking [17] you, though, what the thinking was at the time in terms of [18] the types of clients you would refer to Famous Artists. For [19] example, would you refer them to your smaller clients that [20] had a very small member base, or would you refer them to [21] your larger clients that had a larger membership base and [22] many branches?  
 [23] A I can't recall who we referred, but I assume it's [24] clients. I don't have a list.  
 [25] Q Who at Vantage was responsible for that activity,

Page 78

- [1] referring the clients to Famous Artists?  
 [2] A I would assume whoever the general manager is and [3] the sales people.  
 [4] Q Do you know who the general manager was at that [5] time?  
 [6] A No.  
 [7] Q Was Mr. Melikian involved in that?  
 [8] A Not to my knowledge.  
 [9] Q Did you have any conversations with anyone at [10] Famous Artists about the Cooperative Mail Rule?  
 [11] A No.  
 [12] Q Was part of your practice at Vantage to attend [13] sales meetings?  
 [14] A Mine?  
 [15] Q Yes.  
 [16] A Sometimes.  
 [17] Q How often were sales meetings held?  
 [18] A Usually quarterly.  
 [19] Q Would you typically attend those?  
 [20] A Sometimes, yeah.  
 [21] Q Who ran the sales meetings?  
 [22] A What time period?  
 [23] Q Well, is there a title of a person that generally [24] would have run the sales meetings?  
 [25] A No. It could vary.

Page 79

- [1] Q Well, in the period 1995 to the present, who ran [2] the sales meetings?  
 [3] A I could have run them. Jay Gelb could have run [4] them. The manager of the division could have run them. [5] Various people could have run them.  
 [6] Q What would that depend on, whether you would run [7] it or Jay Gelb would run it or the manager would run it?  
 [8] A It depended who was going to run it. I mean, [9] there was no set format of who was going to run it.  
 [10] Q Well, who would make the decision as to who would [11] run it?  
 [12] A I would assume it would be between myself or the [13] sales manager or the division head.  
 [14] Q Was Jay Gelb a sales manager or division head?  
 [15] A At one time, yes. A few times, yes.  
 [16] Q Would Mr. Melikian typically attend these sales [17] meetings?  
 [18] A Very rarely.  
 [19] Q What happened at the sales meetings?  
 [20] A We would discuss how to put together sales [21] materials, how to sell, how to go on the road.  
 [22] Q So it would it be sort of a training for sales [23] people?  
 [24] A It could be.  
 [25] Q Could be? Was it sometimes?

Page 80

- [1] A Could be.  
 [2] Q Well, I don't know what you mean when you say [3] "could be"?  
 [4] A Well, the agenda would vary.  
 [5] Q Are you saying sometimes, there would be training, [6] and sometimes, not?  
 [7] A Yes, I would say that's fair.  
 [8] Q What other types of items were on the agenda?  
 [9] A Time management. We'd have people come in and [10] train from the outside.  
 [11] Q About how the sales people should manage their [12] time?  
 [13] A Yes.  
 [14] Q What else?  
 [15] A New products.  
 [16] Q Give me an example of what you mean by that?  
 [17] A Instead of a trip to Spain, we're going to [18] Istanbul.  
 [19] Q Let me focus your attention on the fundraising [20] division, okay.  
 [21] A Okay.  
 [22] Q Were there sales meetings that involved just [23] travel or just fundraising?  
 [24] A Yes.  
 [25] Q I'm going to ask about the fundraising.

Vantage 20687--

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(21)

Page 81

- [1] A Okay, I'm sorry.  
 [2] Q That's okay. I'm going to ask you the same [3] questions because I'm not sure what you were referring to. [4] Were there sales meetings of just the fundraising group?  
 [5] A Yes.  
 [6] Q How often were those?  
 [7] A Quarterly.  
 [8] Q Who would run those?  
 [9] A The same. Same answer as before.  
 [10] Q What would be on the agenda, some of the agenda [11] items? I understand it would vary by meeting, but some of [12] the agenda items that would be discussed at sales meetings?  
 [13] A Road trips, conventions, in-house visits, sales [14] paraphernalia, telephone reports, time management.  
 [15] Q Was this to train the sales people about these [16] issues?  
 [17] A Train them?  
 [18] Q Remind them?  
 [19] A Remind them? Okay, I think that's a good [20] terminology.  
 [21] Q And would you sometimes hire outside consultants [22] to come in?  
 [23] A Yes.  
 [24] Q Was that typical?  
 [25] A Yeah.

Page 82

- [1] Q How long would the meetings last, typically or [2] generally?  
 [3] A Four or five hours.  
 [4] Q Where did they usually take place?  
 [5] A Various locations.  
 [6] Q Would you have them on site at Vantage, or would [7] you go somewhere nice?  
 [8] A Either/or.  
 [9] Q Did you also discuss performance issues at these [10] meetings?  
 [11] A Very rarely, I think.  
 [12] Q What would you say was sort of the prime purpose [13] of these meetings?  
 [14] A Training.  
 [15] Q Did you at these meetings ever discuss issues [16] involving postal rates?  
 [17] A No.  
 [18] Q Did you ever discuss issues involving regulations [19] governing the use of non-profit mails?  
 [20] A No.  
 [21] Q Did you ever discuss the Cooperative Mail Rule?  
 [22] A No, not to my recollection. Let's put it that [23] way.  
 [24] Q When a new salesperson came to Vantage on the [25] fundraising side, how would that person be trained when they

Page 83

- [1] first came to Vantage?  
 [2] A A sales person would usually do the training.  
 [3] Q Another sales person?  
 [4] A Somebody in - Yes.  
 [5] Q Would that entail taking that person out on the [6] road?  
 [7] A It could.  
 [8] Q Does that mean sometimes, it did and sometimes it [9] didn't?  
 [10] A It could, yeah.  
 [11] Q What other forms of training were there?  
 [12] A I would assume they showed them how to make a [13] telephone appointment.  
 [14] Q When you say you assume, does that mean you don't [15] know?  
 [16] A I don't know.  
 [17] Q Tell me about the training of new sales people [18] that you know of?  
 [19] A They would be taken into a - given a team, [20] somebody that would be a buddy. Does that make sense?  
 [21] Q Yes.  
 [22] A That's how they get trained.  
 [23] Q So it was primarily from another sales person?  
 [24] A Yes.  
 [25] Q Are you aware of any other training?

Page 84

- [1] A No.  
 [2] Q You mentioned earlier that at some point, you [3] became aware that your competitors were offering guarantees [4] to their non-profit clients. Do you recall that?  
 [5] A Yes.  
 [6] Q Do you recall when that was when you first became [7] aware of that?  
 [8] A No.  
 [9] Q Did you have any discussions with Harry Melikian [10] about that issue?  
 [11] A Excuse me?  
 [12] Q Did you have discussions with Harry Melikian about [13] that issue?  
 [14] A I assume I did.  
 [15] Q Again, do you remember?  
 [16] A No.  
 [17] Q Why do you say you assume you did?  
 [18] A I assume that would be a topic of conversation.  
 [19] Q Is that because your respective roles in the [20] company?  
 [21] A Yes.  
 [22] Q Was talking about that sort of issue part of the [23] practice or procedure of the company, how you operated?  
 [24] MR. LeCLAIR: Objection.  
 [25] A I can't answer that.

Vantage 20688

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(22)

Page 85

- [1] Q Did Vantage offer its clients guarantees?
- [2] A Are you talking in side letters? Is that what [3] you're saying to me?
- [4] Q In any way.
- [5] A I think the answer is yes.
- [6] Q What sort of guarantees did Vantage offer its [7] clients?
- [8] A I don't know.
- [9] Q Let me repeat the question in this way. When you [10] say that Vantage offered its - offered guarantees to [11] clients, I'm referring to non-profit clients. Is that the [12] way you understood the question?
- [13] A No.
- [14] Q Let me ask it again then. Did Vantage offer [15] guarantees to non-profit clients in its fundraising?
- [16] A I'm not sure. I'm not sure if they were for [17] profit or bulk or non-profit.
- [18] Q Your understanding is that there were guarantees [19] given, but you're not sure about the identity of the client?
- [20] A Yes.
- [21] Q Were you personally involved in any of those [22] guarantees?
- [23] A Not to my knowledge.
- [24] Q Were you personally involved in informing clients [25] that they would have no liability? I'm talking about non

Page 86

- [1] profit clients, informing clients that they would have no [2] liability if they ran a program with Vantage?
- [3] A Me?
- [4] Q Yes.
- [5] A No.
- [6] Q You never signed a letter in that respect?
- [7] A I'm told I did, but it wasn't a practice.
- [8] Q When you say you were told you did, what do you [9] mean?
- [10] A I saw a letter yesterday. I don't know.
- [11] Q Are you saying that you don't recall signing that [12] letter?
- [13] A It wasn't my signature.
- [14] Q Do you think that somebody signed that letter - [15] Well, let me rephrase the question. Were you aware that [16] that letter had gone out with your signature on it?
- [17] A No.
- [18] Q Was there anyone at Vantage that was authorized to [19] sign your signature?
- [20] A No.
- [21] Q Do you remember what client that letter dealt [22] with?
- [23] A I thought it was the Grand Lodge in Texas [24] yesterday.
- [25] MR. LEVITT: I'm going to show you a document.

Page 87

- [1] This will be - Actually, I'm going to show you two [2] documents, Exhibit 1a and Exhibit 1b. The program agreement [3] will be 1a; the letter will be 1b.
- [4] (The referred to documents were [5] marked for identification as [6] Exhibits No. 1a and 1b, [7] respectively.)
- [8] BY MR. LEVITT:
- [9] Q I'd ask you to take a look at - I'm going to show [10] you a program agreement. It's DOJ 01214, dated October 27, [11] 1995. That's Exhibit 1a. And then, a letter, DOJ 01206, [12] dated October 27, 1995. I'd ask you to take a look at the [13] letter first?
- [14] A This one here, Peter?
- [15] Q No. The letter, Exhibit 1b, and ask if that's the [16] letter that you're referring to?
- [17] A Yes.
- [18] Q And your testimony is that that's not your [19] signature?
- [20] A That's my testimony.
- [21] Q Do you know who Rosemary Swetland is?
- [22] A No.
- [23] Q Did you have any dealings with the Grand Chapter [24] of Texas, Order of the Eastern Star in 1995?
- [25] A Me personally?

Page 88

- [1] Q Yes.
- [2] A No.
- [3] Q Do you know if they were a client?
- [4] A I assume they were by this letter.
- [5] Q You don't know, other than having seen this [6] letter, whether they were a client?
- [7] A At this time?
- [8] Q Yes.
- [9] A No.
- [10] Q Do you know who the -
- [11] A Can I put this down now, Peter?
- [12] Q Yeah, you can put it down. Did anybody at Vantage [13] have authority to sign your signature?
- [14] A No.
- [15] Q Are you aware of anyone at any other time signing [16] your signature at Vantage?
- [17] A No.
- [18] Q I'd ask you to take a look at Exhibit 1a, on Page [19] 6. Is that your signature?
- [20] A I'm sorry, Peter. Which one is Page 6? No.
- [21] Q Do you recognize the initials to the right of your [22] name?
- [23] A No.
- [24] Q Directing your attention to Exhibit 1a -
- [25] A This one here? Is this what you're saying?

Vantage 20689

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(23)

Page 89

- [1] Q That's what I'm referring to on Exhibit 1b. Do [2] you recognize those initials?
- [3] A No.
- [4] Q Turning back to the letter, Exhibit 1b, do you [5] recognize the initials next to that letter?
- [6] A No.
- [7] Q Have you ever seen Fred Chandler's initials [8] before?
- [9] A No.
- [10] Q Did you ever have occasion where someone at [11] Vantage would sign your name and initial it?
- [12] A No.
- [13] Q Were sales people at Vantage authorized to sign [14] your name and initial it?
- [15] A No.
- [16] Q In October 1995 -
- [17] THE WITNESS: May I look at this?
- [18] MR. LEVITT: You can do as you please.
- [19] Q In October 1995, who was responsible for reviewing [20] changes to contracts on behalf of the fundraising unit of [21] Vantage?
- [22] A I don't know.
- [23] Q Do you know who - Do you know the position that [24] typically held that responsibility?
- [25] A Whoever was the manager of the division.

Page 90

- [1] Q And what's that based on?
- [2] A That's how we did it.
- [3] Q That's your understanding as to how things [4] operated?
- [5] A Yes.
- [6] Q Was it your understanding that Mr. Melikian was - [7] ever had responsibility for reviewing changes to contracts?
- [8] A Say that again, please?
- [9] Q Was it your - Is it your understanding that Mr. [10] Melikian ever had responsibility for reviewing changes to [11] program agreements in the fundraising division?
- [12] A I would assume that he helped out.
- [13] Q What is that assumption based on?
- [14] A Harry stuck his hands in a lot of pies. But the [15] bottom line is, it would go to the - the way the procedure [16] is supposed to work, the department head would be [17] responsible for the contract going out and signing for the [18] contract.
- [19] Q Were you aware that there was a policy or practice [20] when changes were made to the standard program agreement, [21] that there was a different policy or practice when changes [22] were made to the standard program agreement?
- [23] A No.
- [24] Q Were you aware that there was a standard program [25] agreement?

Page 91

- [1] A Yes.
- [2] Q I'd ask you to take a look at Exhibit 1a again - [3] or 1b. You can take a look at both of them - the program [4] agreement.
- [5] A Which is?
- [6] Q Which is 1a. It says "Program Agreement" at the [7] top.
- [8] A Okay.
- [9] Q Is that the standard program agreement?
- [10] A I wouldn't know.
- [11] Q How do you know there was a standard program [12] agreement?
- [13] A How do I know? Because we had some kind of [14] templates done, and that was a standard. I wouldn't know if [15] this is the standard or it's been changed. I wouldn't know.
- [16] Q Were you familiar with the substance and terms of [17] the program agreements?
- [18] A No.
- [19] Q You referred earlier to finding out that one of [20] your salespeople was using side letters. Do you recall [21] that?
- [22] A Yes.
- [23] Q Taking a look at Exhibit 1b, is that the type of [24] side letter that you're referring to?
- [25] A I wouldn't know.

Page 92

- [1] Q Did you know at that time what was contained in [2] the side letters?
- [3] A At which time, Peter? I'm sorry.
- [4] Q When you learned from one of your employees - you [5] learned that one of your employees was using side letters.
- [6] A Yes.
- [7] Q You knew what was in the side letters?
- [8] A No.
- [9] Q What did you know about the side letters?
- [10] A Just that it was a release.
- [11] Q A release for the non-profit?
- [12] A No. A release from liability.
- [13] Q For the non-profit?
- [14] A Yes.
- [15] Q At that time, when that happened, did that [16] employee show you one of the side letters?
- [17] A Not to my recollection.
- [18] Q Your recollection - What is your recollection [19] with respect to how that information was given to you?
- [20] A Either someone showed it to me or someone told me.
- [21] Q Do you recall - You can move those if you like?
- [22] A Do you want me to keep them there? Whatever you [23] want me to do.
- [24] Q Do you recall that Vantage was investigated in [25] 1990 by the Postal Service?

Vantage 20690



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(24)

Page 93

- [1] A I don't recall it. He showed me something [2] yesterday, I think it was.
- [3] Q Other than what -- Other than information you [4] reviewed with your attorney, do you remember any issue in [5] 1990 having to do with the Postal Service and Vantage?
- [6] A No.
- [7] MR. LEVITT: I'd ask you to take a look at a [8] letter. It will be Exhibit 2, DOJ 10811, dated October 25, [9] 1990.
- [10] (The referred to document was [11] marked for identification as [12] Exhibits No. 2.)
- [13] BY MR. LEVITT:
- [14] Q Do you recall this letter?
- [15] A Yes.
- [16] Q What do you recall about this letter?
- [17] A That Brian showed it to me yesterday.
- [18] Q Do you recall seeing it prior to yesterday?
- [19] A No.
- [20] Q Who is Walter Wekstein?
- [21] A That was an attorney of mine, the man I said that [22] was retired.
- [23] Q That's in 1990, he was your attorney?
- [24] A I assume so.
- [25] Q Do you recall the name -- the initials are here --

Page 94

- [1] H.E. Seweryn?
- [2] A No.
- [3] Q Do you recall that name now?
- [4] A No, sir.
- [5] Q Do you recall the name Helen Seweryn?
- [6] A No.
- [7] Q Do you recall any conversations with any postal [8] employees in 1990?
- [9] A No.
- [10] Q Do you remember -- Do you recall any conversations [11] with any postal employees in 1991?
- [12] A No.
- [13] Q This letter says -- the first sentence reads, "The [14] investigation into the misuse of special bulk rate mailing [15] privileges to make cooperative mailings between non-profit [16] organization and your company requires that additional [17] documents be furnished by your firm." [18] Can you recall any investigation involving [19] cooperative mailings?
- [20] A Yes.
- [21] Q What investigation do you recall?
- [22] A In the travel business. I told you that this [23] morning.
- [24] Q For Trans National?
- [25] A No, no. For Vantage.

Page 95

- [1] Q And when was that?
- [2] A The late '80s.
- [3] Q Is this the letter that you were referring to when [4] you said it had erroneous information in it?
- [5] A It looked like erroneous information to me.
- [6] Q What's erroneous about this letter?
- [7] A These are travel customers, most of them. That's [8] what I -- When I looked at this letter, it had not -- when [9] he showed it to me yesterday, I don't know what relevance it [10] had here. So that's the first thing I said. I'm not a [11] lawyer. I'm not a judge, or anything.
- [12] Q What's erroneous about some of these being travel [13] customers?
- [14] A Because I assumed we were mailing these bulk. [15] That was my assumption when I saw this yesterday.
- [16] Q Because your assumption was that you had changed [17] because of the prior investigation?
- [18] A Yes, sir.
- [19] MR. LEVITT: I'm going to show you another [20] document. This will be Exhibit 3. I'm sorry, Brian. I [21] only have one extra copy of that. This is DOJ 10971. It's [22] a letter, dated November 16, 1990.
- [23] (The referred to document was [24] marked for identification as [25] Exhibits No. 3.)

Page 96

- [1] BY MR. LEVITT:
- [2] Q Do you recall seeing this letter before?
- [3] A No.
- [4] Q It refers to -- The letter refers to Henry Lewis, [5] President, Vantage Financial Services. Were you President [6] of Vantage Financial Services in 1990?
- [7] A I don't know what my title was.
- [8] Q Was Vantage Financial Services in the fundraising [9] business?
- [10] A I can't answer that honestly. I don't know what [11] the exact title was. So I don't want to say yes to [12] something I'm not sure of.
- [13] Q Well, you testified that Vantage Travel Services [14] was in the travel business?
- [15] A Yes.
- [16] Q Did you have any other company that was involved [17] in anything but the fundraising business?
- [18] A Yes.
- [19] Q What?
- [20] A Credit cards.
- [21] Q What company was that?
- [22] A We would market credit cards. So I'm not sure if [23] that's the name or not the name. I'm guessing.
- [24] Q When did you stop marketing -- or actually, when [25] did you start and when did you stop marketing credit cards?

Vantage 20691



Page 97

[1] A I think we started in '86. We were still [2] receiving some revenues. I'm not sure how long we lasted, [3] but we actively marketed for over a year. And then, we [4] brokered some business out.

[5] Q So you started in '86 and stopped a year later?

[6] A No. We still brokered some business out. And I [7] don't know the exact times. So I don't want to say one [8] thing when I'm not sure of the answer.

[9] Q You testified earlier that Richard Jarvis was [10] hired to be President of the fundraising unit; is that [11] correct?

[12] A Yes.

[13] Q Again, this letter in the first paragraph refers [14] to - states, "Review of the contractual information shows [15] that mailings made in conjunction with your organization's [16] programs in non-profit groups were cooperative in nature." [17] Do you recall being aware of that in 1990?

[18] A I would assume yes to that.

[19] Q Why do you say you're assuming?

[20] A Because I'm trying to get my placement of time, to [21] be honest with you, Peter, when the travel incident was in [22] the late '80s, or was it this late. I'm not - I'm a [23] little - not sure what time period that is. Does that make [24] sense to you?

[25] MR. LEVITT: Let me see if I can refresh your

Page 98

[1] recollection. I'm going to show you another document, [2] Exhibit 4.

[3] THE WITNESS: Should I move these?

[4] MR. LEVITT: You can put these on top of here, if [5] you'd like. And this is a letter and an attachment. The [6] letter is from Richard Jarvis, and it's dated September 13, [7] 1991. It's DOJ 10858. It's the same document we discussed [8] with Melikian. Take a look at it.

[9] (The referred to document was [10] marked for identification as [11] Exhibits No. 4.)

[12] BY MR. LEVITT:

[13] Q I'd ask you to take a look at this letter. Do you [14] recall seeing this letter before?

[15] A No.

[16] Q This letter states, "These have been reviewed by [17] our counsel to be concurrent with postal regulations [18] regarding cooperative mailings. Please note Paragraph [19] 6(c)." Do you recall, during this time period, an issue [20] with respect to making contracts concurrent with postal [21] regulations regarding cooperative mailings?

[22] A No.

[23] Q I ask you to look at the contracts that are [24] attached here, the first one for the Ohio Scottish Right. [25] There's one with the New York State Council Knights of

Page 99

[1] Columbus. There's one with the Knights of Columbus [2] Charities. There's one with the Michigan Scottish Right, [3] and with the Indiana State Elks Association. There's one [4] with the Independent Telephone Pioneer Association.

[5] Do you recall whether these clients were clients [6] of your fundraising division?

[7] A I would assume by this paperwork, they are.

[8] Q Well, why don't you take a look at the paperwork [9] entirely and see if you can do more than assume?

[10] A They must be, okay.

[11] Q Did you have any knowledge of this - of these [12] contracts being sent out to the Postal Service?

[13] A No.

[14] Q Does this assist you in resolving your confusion [15] about whether these letters that I showed you involved the [16] fundraising business?

[17] A I would assume from what I just saw that it's [18] replying to the fundraising business.

[19] Q Did you ever have any conversations with Richard [20] Jarvis about any issues involving the Postal Service and [21] postal regulations?

[22] A No.

[23] Q During this time period, who was Richard Jarvis [24] reporting to?

[25] A Me.

Page 100

[1] Q When did Richard Jarvis leave the company?

[2] A I don't know the exact time period.

[3] Q One of these letters refers to Richard Jarvis as [4] General Manager, and one refers to him as President. Do you [5] have a recollection of what his title was?

[6] A No.

[7] Q Was it your practice to closely monitor what Mr. [8] Jarvis was doing?

[9] A No.

[10] Q How would you describe your practice vis a vis [11] monitoring Mr. Jarvis's activities?

[12] A We had no standardization whatsoever in those [13] days.

[14] Q I understand if you had no standardization, but [15] how would you describe your relationship with Mr. Jarvis in [16] terms of overseeing his work?

[17] A Shaky at best.

[18] Q Why do you say that?

[19] A Because of the results. He did get a lot of good [20] results for the business that he -

[21] Q The company didn't do well?

[22] A No, no.

[23] Q I'm trying to get a feel for your management [24] relationship with Mr. Jarvis. Did you meet with him often?

[25] A No.

Vantage 20692

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(26)

Page 101

[1] Q When I say "meet," I mean to discuss business, the [2] business of the fundraising. Do you understand what I mean [3] when I say that?

[4] A Yes.

[5] Q How often would you say that you met with him to [6] discuss business issues?

[7] A Monthly.

[8] Q And would you talk on the phone during that time [9] or not?

[10] A I didn't spend much time. Very little time of [11] mine was spent.

[12] Q What were you focusing on at this time?

[13] A The travel business.

[14] THE WITNESS: Can I move this, Peter?

[15] MR. LEVITT: Sure. You can -- whenever you're [16] done with these, you can put them in the middle. Right here [17] in the middle is fine.

[18] Q On the fundraising side, were there any times when [19] you would be called in to assist in making a deal with a [20] non-profit?

[21] A Me personally?

[22] Q Yes.

[23] A Not to my recollection.

[24] Q And to be clear what I'm asking, I'm saying before [25] a contract is signed, a salesperson is negotiating the

Page 102

[1] terms, whether you were ever called in, in any way, to [2] assist in getting the deal done. That's what I mean by that [3] question.

[4] A With a client? I'm confused.

[5] Q Okay, let me try to explain it. A situation where [6] a salesperson is trying to negotiate a contract with a [7] client, either a new client or an old client that they're [8] trying to re-op, the salesperson is trying to re-op.

[9] A I don't think I've ever been on a call in the [10] fundraising business to sell fundraising.

[11] Q Never on a phone call, or never on a personal [12] visit?

[13] A On a personal visit. I've never been on the road.

[14] Q Did you ever meet with any of the non-profit [15] clients in your offices at Vantage?

[16] A Yes.

[17] Q On the fundraising side?

[18] A Yes.

[19] Q Who did you meet with?

[20] A I don't recall.

[21] Q Is it fairly common that you would meet with --

[22] A No, very rarely.

[23] Q What was the circumstances for these rare visits?

[24] A If they were in Boston, and they came into the [25] office, you know, I'd be introduced or chit-chat with them,

Page 103

[1] et cetera, et cetera.

[2] Q Did you ever have any meetings with non-profit [3] clients on the fundraising side that were business oriented, [4] rather than just saying hello?

[5] A No, not that I can recall -- I'm sorry. I did. I [6] did make a call, Alabama Wildlife.

[7] Q Why don't you tell me about that?

[8] A I don't know. I guess Dick had sold the group a [9] fundraising deal.

[10] Q Dick who?

[11] A Katz. And someone stole the cash receipts out of [12] the organization.

[13] Q Someone stole the cash receipts from where?

[14] A I guess they were doing the caging. They were [15] doing some of the caging.

[16] Q Alabama Wildlife was?

[17] A Yeah. I guess, history, you know, the Executive [18] Director left with the money.

[19] Q And what happened?

[20] A I had to go down there and try to make some sort [21] of a commitment to get the money back with Dick.

[22] Q What sort of commitment did you offer them?

[23] A I can't recall.

[24] Q Who did you meet with?

[25] A Some people down at the Alabama Wildlife.

Page 104

[1] Q Do you recall their names?

[2] A No, I'm sorry, I don't.

[3] Q Do you recall how many people you met with?

[4] A Two.

[5] Q Where did you meet?

[6] A Some place in Alabama.

[7] Q Was it their offices?

[8] A Yes.

[9] Q How long did you meet with them; do you recall?

[10] A Two hours.

[11] Q From your perspective, or from Vantage's [12] perspective, what was the purpose of the meeting?

[13] A Well, we were out of pocket money that was [14] collected and they had stolen -- someone had stolen from the [15] organization. Does that make sense? They couldn't pay [16] their receivable.

[17] Q They couldn't pay their bill to you --

[18] A Yes.

[19] Q -- because the money --

[20] A Was misappropriated.

[21] Q -- that they were caging from the solicitations [22] was misappropriated?

[23] A Yes.

[24] Q Do you recall how much money they owed you?

[25] A No.

Vantage 20693

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(27)

Page 105

- [1] Q Do you recall if it was a lot of money?
- [2] A It was a lot of money in the scheme of things, I [3] think, at that time.
- [4] Q More than 50,000?
- [5] A I'd be guessing, Peter. I don't know.
- [6] Q Do you recall anything about your conversations [7] with the representatives of the Alabama Wildlife about how [8] you were going to try to resolve the problem?
- [9] A No.
- [10] Q Do you remember any issues they raised as [11] concerns?
- [12] A I mean, they were in the same - I mean, they were [13] in a terrible jackpot themselves.
- [14] Q Do you recall if you decided you'd do another [15] mailing?
- [16] A I don't recall.
- [17] Q Do you recall if you walked away, from the out of [18] pocket?
- [19] A Yes.
- [20] Q What do you recall?
- [21] A That we weren't made whole. I do recall that. I [22] don't remember the amounts, though, Peter.
- [23] Q Do you recall if you made efforts to try to recoup [24] the money somehow, or whether you just simply said -
- [25] A I can't recall.

Page 106

- [1] Q Any other times where you can recall meeting with [2] your non-profit clients on the fundraising side?
- [3] A I met with them. There could have been multi- [4] purposes, but my main thrust was selling travel deals.
- [5] Q I'm sorry. You do remember meeting with -
- [6] A I've met with other clients that have dual [7] purposes at Vantage, but my conversation would be a travel- [8] related conversation.
- [9] Q Do you recall occasions where you worked with [10] Sales people on the fundraising side to help them get [11] business, to help them make a deal with a non-profit, where [12] the non-profit itself might not have been involved in the [13] meeting, but you and the sales person were working together?
- [14] A Could you repeat that again, please?
- [15] Q Sure. Let me come at it this way. I asked you [16] about meetings with the non-profit clients on the [17] fundraising side where you're trying to get business. Now, [18] I'm asking you a follow-up. Do you recall just meeting with [19] sales people? For example, a sales person comes to you and [20] says, 'I'm trying to make this deal with X non-profit,' and [21] talking with the sales person about how to try to get the [22] deal done?
- [23] A I assume I have.
- [24] Q Why do you assume you have?
- [25] A Because I know some of the sales people would come

Page 107

- [1] to me and ask me.
- [2] Q What would the sales people ask you when they came [3] to you?
- [4] A They'd ask me, 'how do I get this deal?'
- [5] Q Do you recall that happening?
- [6] A There were a few times.
- [7] Q Who do you recall asking you that question?
- [8] A Larry, Larry Lyon.
- [9] Q Anyone else?
- [10] A Not to my knowledge.
- [11] Q What do you recall Larry asking you?
- [12] A How would he get this deal.
- [13] Q Do you recall what deal that was?
- [14] A No.
- [15] Q Do you recall specifically what he was asking you, [16] what the problem was or what the impediment was?
- [17] A No.
- [18] Q Do you recall what you told him?
- [19] A No.
- [20] Q Do you recall that happening on more than one [21] occasion?
- [22] A Yes.
- [23] Q How many times, would you say?
- [24] A I wouldn't -
- [25] Q Many times? More than 10?

Page 108

- [1] A I would say more than 10.
- [2] Q Would you help Larry Lyon or try to help him?
- [3] A Yes.
- [4] Q And that never involved a phone call to the non- [5] profit client?
- [6] A No.
- [7] Q How were you able to help Larry Lyon?
- [8] A Well, we have a big advantage that we try to take [9] care of it, and we put people on fan trips.
- [10] Q What is that?
- [11] A Give them a free trip.
- [12] Q Tell me how that works?
- [13] A That's a tool that we would have in the travel [14] business where a hotel or an airline will give us free [15] seats. And then, we put group leaders on there, and we sell [16] them.
- [17] Q And you would do this if Larry Lyon came to you [18] with a problem about a fundraising program?
- [19] A Yes.
- [20] Q I'm not getting it. What would you - Can you [21] give me an example of how that would work, how that would [22] help him?
- [23] A Well, giving someone a free travel program [24] probably has a value of anywhere from three to five thousand [25] dollars a person.

Vantage 20694

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(28)

Page 109

- [1] Q And that would be incentive for them to do a [2] fundraising program?
- [3] A Yes, or both.
- [4] Q Both a travel program and a fundraising program?
- [5] A Yes.
- [6] Q What sorts of trips would you offer?
- [7] A Cruise packages, a trip to London, South Pacific.
- [8] Q How many people would it typically be for?
- [9] A Ten to twenty.
- [10] Q So I'm clear, is this what you would offer in the [11] fundraising program to get the business?
- [12] A Yes.
- [13] Q Ten to twenty. So they could give it to their [14] members; is that the point?
- [15] A No.
- [16] Q You tell me how it works?
- [17] A Group leaders only.
- [18] Q So 10 to 20 of the group leaders of the non-profit [19] could go on this free trip?
- [20] A Yes, sir.
- [21] Q What do you mean by "group leader"?
- [22] A The president of an association.
- [23] Q You mean like the administration, the people who [24] run the non-profit?
- [25] A Yes.

Page 110

- [1] Q These were typically programs that you were [2] running on the travel side and you had extra seats? Is that [3] how it would work?
- [4] A No. Go to the airline or the cruise line, and [5] they would give us X amount of free seats because of the [6] business we gave them. Then we'd take those free seats, and [7] we'd invite those organizations to take those seats.
- [8] Q And what about the rest of the costs associated [9] with the trip?
- [10] A Everything would be paid for, even by the airline, [11] or the hotel would comp the rooms, give them to us for free.
- [12] Q Would Vantage put any costs in if there was —
- [13] A Sure.
- [14] Q Like what?
- [15] A You know, some meals and tours.
- [16] Q Would the trips be all expenses paid?
- [17] A Ninety-five percent.
- [18] Q And it's either airlines, free tickets, free [19] hotels, and then, free expenses towards, that sort of thing?
- [20] A Are you talking dollars — hard dollars or soft [21] dollars, Peter?
- [22] Q What do you mean by the difference?
- [23] A It's all soft dollars. We didn't give anybody any [24] hard dollars here, if that's what you're referring to. [25] That's not where I'm going here.

Page 111

- [1] Q No, I'm not — I'm trying to figure out what it [2] was.
- [3] A Okay. Free hotel, free air. Usually the ground [4] people would pay for that because they did our business. [5] We'd have to pay incidental charges, which might be [6] admission to a museum or admission to the opera house in [7] Sydney that you don't get comped.
- [8] Q So you might give them a packet of tickets or [9] something?
- [10] A Yes, which would include some tours.
- [11] Q And meals?
- [12] A Usually, the hotels would pick up some of the [13] meals, and then, most of the dinners, they were on their [14] own, or we took them out to dinner a few nights during the [15] course of the trip.
- [16] Q Would you often go with them on the trip?
- [17] A Me personally?
- [18] Q Well, I'll ask you personally?
- [19] A No.
- [20] Q Would somebody, typically?
- [21] A Yes.
- [22] Q A sales person?
- [23] A Yes.
- [24] Q Whoever had the account or —
- [25] A Yes.

Page 112

- [1] Q — wanted the account?
- [2] A Yes.
- [3] Q Who made decisions about, you know, what groups [4] would get one of these trips? Who made the ultimate [5] decision?
- [6] A It would either be myself, the sales manager or [7] the division head.
- [8] Q So you didn't have to, you know, okay if? If a [9] division manager wanted to take a bunch of people out on a [10] trip, they could do it on their own?
- [11] A Sure.
- [12] Q Were you oftentimes involved in these trips?
- [13] A Yes, because I was involved in the travel [14] business.
- [15] Q So they'd have to come to you because you were [16] heavily involved in the travel business?
- [17] A And we would be using a lot of those seats for [18] travel-related customers.
- [19] Q Were these trips typically given to customers that [20] you hadn't done business with yet and wanted to do business [21] with, or —
- [22] A Both.
- [23] Q Can you explain why?
- [24] A Well, a client's profitable, and we want to keep [25] the client.

Vantage 20695

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Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(29)

Page 113

- [1] Q So it was both a reward and an inducement to —  
 [2] A Yes.  
 [3] Q Off the top of your head, what are some of the [4] clients that you've taken on these trips?  
 [5] A Most of them.  
 [6] Q Any in particular that you take often?  
 [7] A No.  
 [8] Q How often would you take clients on these trips?  
 [9] A I'd say 100 trips a year.  
 [10] Q You do 100 of these trips a year?  
 [11] A Yes.  
 [12] Q For 100 different clients?  
 [13] A Yes.  
 [14] Q A hundred different clients in the fundraising [15] program?  
 [16] A It could be a mix and match.  
 [17] Q Well, let me ask you this. I'm not asking you [18] about your travel clients. Clients that are in the [19] fundraising program —  
 [20] A It seems to me that's a tough distinction because [21] some of them are both.  
 [22] Q Some of them overlap?  
 [23] A They do both.  
 [24] Q Are there some clients that are more profitable [25] because of their work — because of their participation in

Page 114

- [1] the travel program than in the fundraising program?  
 [2] A Could you repeat that again, please?  
 [3] Q Are there some clients that are more profitable [4] for Vantage because of their participation in the travel [5] program, as opposed to their participation —  
 [6] A Yes.  
 [7] Q — in the fundraising program? You have to let [8] me finish because —  
 [9] A I'm sorry.  
 [10] Q — the transcript won't reflect things properly. [11] It makes it hard on the Court Reporter.  
 [12] The question was, are there some clients that are [13] more profitable because of their participation in the travel [14] program than because of their participation in the [15] fundraising program?  
 [16] A Yes.  
 [17] Q Generally, speaking is the travel program more [18] profitable than the fundraising program?  
 [19] A No.  
 [20] Q You say the fundraising program is more profitable [21] than the travel program?  
 [22] A Yes.  
 [23] Q Do you recall dealing the Imperial Council on the [24] fundraising side?  
 [25] A No.

Page 115

- [1] Q Do you recall that Vantage had a contractual [2] arrangement with the Imperial Council from the fundraising [3] side?  
 [4] A I know we had a lot of contracts.  
 [5] Q You know that you had a lot of contracts with [6] them?  
 [7] A Yes.  
 [8] Q Okay, that's my question. You just don't recall [9] being personally involved?  
 [10] A Right.  
 [11] Q Do you know Ralph Semb?  
 [12] A Yes.  
 [13] Q Who was he?  
 [14] A He was the past Imperial Potentate.  
 [15] Q For?  
 [16] A The Shriners. I'm sorry. I'm sorry. I thought [17] you knew that.  
 [18] Q Well, I did. But we have to get it on the record. [19] And when I say the Imperial Council, that's the same as the [20] Shriners?  
 [21] A Yes, sir.  
 [22] Q What's the complete name; do you know what it is?  
 [23] A I only know him as the Imperial Potentate.  
 [24] Q Well, you know him, Ralph Semb is the Imperial [25] Potentate?

Page 116

- [1] A He's the past Imperial Potentate.  
 [2] Q I was asking if you knew the entire name of the [3] Imperial Council of Shriners?  
 [4] A No, I'm sorry. I don't.  
 [5] Q Is that a big client?  
 [6] A Yes.  
 [7] Q Is that client — How does that client — In terms [8] of, you know, the amount of business, how does it compare [9] with your other clients?  
 [10] A What day and age are you asking?  
 [11] Q Well, let's put it this way. Throughout the [12] 1990s, is it correct to say that Vantage had contracts with [13] the Imperial Council for Shriners?  
 [14] A With travel or fundraising?  
 [15] Q Fundraising.  
 [16] A Yes, off and on.  
 [17] Q With travel, as well?  
 [18] A Yes.  
 [19] Q Throughout that period, how would you compare the [20] amount of business that Vantage got from the Imperial [21] Council compared to other clients?  
 [22] A Good size amount of business.  
 [23] Q Would you say that it was one of your bigger [24] clients?  
 [25] A Yes.

Vantage 20696



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Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(30)

Page 117

- [1] Q Who would you say were your biggest clients during  
[2] that period of the 1990s? And I'm asking on the fundraising  
[3] side.  
[4] A I only know the biggest client, and that wasn't [5] the  
biggest client.  
[6] Q Who was the biggest client?  
[7] A The National Wildlife Association.  
[8] Q And when you say the National Wildlife [9] Association,  
are there several different organizations that [10] fall under the  
National Wildlife Association?  
[11] A I don't know.  
[12] Q You don't know if it's an umbrella group?  
[13] A I'm saying I don't know.  
[14] Q Are you able to name - You mentioned the Imperial  
[15] Council as one of the bigger clients?  
[16] A Yes, sir.  
[17] Q Are you able to name some of the other big [18]  
clients?  
[19] A No, I'm sorry, I'm not. I wouldn't know off the [20] top of  
my head.  
[21] Q The only two that come to your mind then are the [22]  
Wildlife Association and the Imperial Council?  
[23] A No. The Moose was a big client that I remember.  
[24] Q Any others that come to your mind?  
[25] A No.

Page 118

- [1] Q Fleet Reserve, was that a big one?  
[2] A That's a good client, yeah.  
[3] Q Humane Society?  
[4] A That's a good client.  
[5] Q Did you have - You mentioned Ralph Semb was the  
[6] Imperial Potentate?  
[7] A Yes.  
[8] Q What was his relationship with Vantage?  
[9] A Just like the other Imperial Potentates.  
[10] Q What I'm trying to get to is, was he the person [11] who  
negotiated contracts with Vantage or entered into [12]  
contracts with Vantage; do you know?  
[13] A I assume so. I'm not - I don't know.  
[14] MR. LEVITT: Let me show you a document. This [15] will  
be Exhibit 5.  
[16] (The referred to document was [17] marked for  
identification as [18] Exhibits No. 5.)  
[19] BY MR. LEVITT:  
[20] Q Do you recognize that letter?  
[21] A I recognize it now, yes.  
[22] Q This is DOJ 21988, a letter dated October 4, 1993, [23]  
to Ralph Semb from Lawrence Lyon and Henry Lewis. Do you  
[24] recall that Larry Lyon was the sales person responsible for  
[25] the Imperial Council?

Page 119

- [1] A Yes.  
[2] Q Do you recognize your signature on this letter?  
[3] A Yes, I do.  
[4] Q Do you remember the circumstances under which this  
[5] letter was written?  
[6] A No.  
[7] Q The letter says that Vantage Group Services, a [8]  
division of Vantage Financial Services, agrees that the [9]  
Imperial Council will not sustain any financial loss as a [10]  
result of a couple of programs that are mentioned here, and  
[11] to the extent that it may sustain a financial loss, that [12]  
Vantage will indemnify and save the Imperial Council [13]  
harmless therefrom.  
[14] Do you recall those issues coming up with respect [15] to  
the Imperial Council?  
[16] A No.  
[17] Q Do you recall any conversations with Ralph Semb [18]  
about these issues?  
[19] A No.  
[20] Q Do you recall any conversations with Larry Lyon [21]  
about these issues?  
[22] A No.  
[23] Q Do you recall some request that the Imperial [24]  
Council be held harmless from any financial loss?  
[25] A I would assume that's what happened.

Page 120

- [1] Q I'm not asking you if you assume it. I'm asking [2] you if  
you recall that request being made?  
[3] A No. No.  
[4] Q Do you recall - and this period, this is October [5] 1993  
- do you recall any problems with any programs that [6]  
Vantage ran for the Imperial Council?  
[7] A Could you repeat that? I'm sorry.  
[8] Q During this period - and this letter is October [9] 1993 -  
do you recall any problems being brought to your [10]  
attention about programs that were run for the Imperial [11]  
Council?  
[12] A No.  
[13] Q Do you recall any dissatisfaction on the part of [14] the  
Imperial Council with respect to the work being done by [15]  
Vantage?  
[16] A No.  
[17] Q Do you recall other instances where non-profits [18]  
asked specifically for a letter or an agreement that they [19]  
would have - they would be held harmless for any financial  
[20] loss?  
[21] A I stated that to you this morning. I knew of [22] another.  
[23] Q The side letter that was brought to your attention [24]  
by a sales person?  
[25] A Yes.

Vantage 20697



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(31)

Page 121

- [1] Q Were you aware of any other instances?  
 [2] A No.  
 [3] Q Are you aware that that is a – that that was a [4] concern for non-profit clients?  
 [5] A Yes.  
 [6] Q How are you aware of that?  
 [7] A Well, I told you. The competition has given the [8] people guarantees.  
 [9] Q When you say guarantees, what do you mean?  
 [10] A Money.  
 [11] Q Up front money?  
 [12] A Up front money, or against draw, or whatever.  
 [13] Q What do you mean, against draw?  
 [14] A Against draw.  
 [15] Q I'm sorry. I'm not —  
 [16] A You guarantee someone \$50,000. Here it is, a [17] check. You buy the business.  
 [18] Q So in that case, a guarantee of \$50,000 as an [19] incentive to do the business?  
 [20] A Yes.  
 [21] Q Were you – And that's what you mean when you [22] refer to it as guarantees?  
 [23] A Yes.  
 [24] Q Were you aware of any other practices by your [25] competitors designed to help them get business?

Page 122

- [1] A No. You don't need any others.  
 [2] Q What's that?  
 [3] A I don't think you need any others.  
 [4] Q What about were you aware of any practices of your [5] competitors, for example, like this, agreeing to holding a [6] client harmless, saying 'do this program with us, and I [7] guarantee you'll have no financial liability if the program [8] is unsuccessful'?  
 [9] A Say that again? I'm very sorry.  
 [10] Q Were you aware of practices by your competitors in [11] which they would tell clients, potential clients that if [12] they did the program with the competitor, the competitor [13] would guarantee that they'd have no risk, if a program was [14] unsuccessful?  
 [15] A Yes.  
 [16] Q Tell me about that? What did you hear about that?  
 [17] A All of Affinity marketing agreements stated that [18] they had no risk.  
 [19] Q And were you aware of Vantage doing that as well?  
 [20] A I said yes.  
 [21] Q And that was – And why was that?  
 [22] A Because either the sales manager or the salesman [23] came and showed me an agreement, or talked to me about an [24] agreement. I'm not sure which one it was.  
 [25] Q And that was an agreement that said that the non

Page 123

- [1] profit would have no risk; is that correct?  
 [2] A Yes.  
 [3] MR. LeCLAIR: Peter, you may want to clarify and [4] make sure he said Vantage as opposed to Affinity.  
 [5] MR. LEVITT: I'm sorry. I don't understand your [6] point, Brian.  
 [7] MR. LeCLAIR: Well, you switched names, and it's [8] not clear to me he heard you.  
 [9] Q Let me ask the question again. You said that [10] Affinity's contracts had language such that the non-profit [11] would have no risk?  
 [12] A Yes.  
 [13] Q Were you aware of Vantage doing the same thing?  
 [14] A And I said yes.  
 [15] Q I think we've covered this, but I'm going to ask [16] you again. You also talked about the competitors giving up [17] front guarantees?  
 [18] A Yes.  
 [19] Q Were you aware of Vantage doing that, as well?  
 [20] A No. Am I aware of it right now? I'm back to – [21] You'd better restate that.  
 [22] Q Yes, I understand your point. Let me ask you [23] this. Are you now aware —  
 [24] A Yes.  
 [25] Q Let me finish. Are you now aware that Vantage

Page 124

- [1] gave financial guarantees of money to non-profit clients in [2] the fundraising business?  
 [3] A Yes.  
 [4] Q How are you aware of that?  
 [5] A Because they told me. People told me.  
 [6] Q Who told you?  
 [7] A The general manager. The salesman. Whoever.  
 [8] Q When did they tell you this?  
 [9] A I don't know. I can't recall, Peter.  
 [10] Q Do you recall the people who told you this?  
 [11] A No.  
 [12] Q Do you recall if this was prior to the start of [13] the investigation, the start of this case in '97?  
 [14] A Excuse me? Say that again, please?  
 [15] Q Do you recall if those conversations were prior to [16] the start of this case in 1997?  
 [17] A No.  
 [18] Q You don't recall either way?  
 [19] A No. I'm not sure when. I don't want – I'm not [20] going to say something I'm not sure of.  
 [21] Q Do you recall how you responded?  
 [22] A No.  
 [23] Q You don't recall what you said to them when they [24] told you this?  
 [25] A No. And again, I'm going to make my statement.

Vantage 20698

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(32)

Page 125

- [1] I'm not sure if it was bulk business or non-profit business.  
 [2] Q Did you ask?  
 [3] A I don't recall.  
 [4] Q You don't recall if you ever found out, and you [5] don't recall if you asked about it?  
 [6] A No. I'll repeat what I said. I'm not sure if it [7] was bulk business or non-profit business.  
 [8] Q Right, in which the guarantees of money were [9] given?  
 [10] A Yes.  
 [11] Q It was in the fundraising side; is that correct?  
 [12] A Yes.  
 [13] Q What percentage of your business in the [14] fundraising side is non-profit?  
 [15] A Today or - Today?  
 [16] Q Well, let's start with today.  
 [17] A Fifty percent.  
 [18] Q Five years ago?  
 [19] A I'd be guessing to answer the question.  
 [20] Q Well, estimate?  
 [21] A Sixty percent.  
 [22] Q You mean 40 percent of your business five years [23] ago was for profit?  
 [24] A Or bulk, bulk business. All the Canadian business [25] is bulk business.

Page 126

- [1] Q Putting aside the Canadian business, what [2] percentage would you say was non-profit five years ago?  
 [3] A I'd be guessing to answer that.  
 [4] Q You're not able to estimate?  
 [5] A No.  
 [6] Q What percentage of your business is Canadian on [7] the fundraising side?  
 [8] A Today?  
 [9] Q No. Five years ago.  
 [10] A A good percentage.  
 [11] Q More than 50 percent?  
 [12] A I'd be guessing to answer the question.  
 [13] Q You're not able to estimate more or less than 50 [14] percent?  
 [15] A I think less, but it was up there.  
 [16] Q When you were told that Vantage was giving [17] financial guarantees, did you endeavor to find out whether [18] that was on the non-profit side or the for-profit side?  
 [19] A No.  
 [20] Q Did you ask why?  
 [21] A Ask why about what?  
 [22] Q Did you ask why they were giving these guarantees?  
 [23] A No, but I made an assumption.  
 [24] Q What was your assumption?  
 [25] A That's what the competition was offering.

Page 127

- [1] Q Did you tell your employees that they shouldn't do [2] this?  
 [3] A Yes.  
 [4] Q You told them to stop?  
 [5] A Stop, yeah.  
 [6] Q Why?  
 [7] A It wasn't a good business practice.  
 [8] Q Why?  
 [9] A It's not a good business practice giving people [10] guarantees.  
 [11] Q Well, if that's what you need to do to get the [12] business, why isn't it good business?  
 [13] A Because when someone goes into a business [14] proposition, it's not a good idea how to get into businesses [15] to give people guarantees.  
 [16] Q Well, if your competitors are doing it, and that's [17] the only way to stay competitive, why isn't it good [18] business?  
 [19] A Because you're setting a precedent in the [20] marketplace.  
 [21] Q What do you mean by that?  
 [22] A You're setting a precedent. Everyone will be [23] looking for guarantees. Then one guarantee of five dollars [24] becomes ten dollars, and then, ten dollars becomes fifteen [25] dollars.

Page 128

- [1] Q How are you going to compete with your competitors [2] who are giving guarantees if you don't?  
 [3] A I just didn't think it was a good business [4] practice. I had been in that business before.  
 [5] Q I understand that. But my question was, how are [6] you going to compete with your competitors who are, as you [7] say, offering guarantees, if you tell your sales people they [8] can't offer guarantees?  
 [9] A Put them on free trips was my answer.  
 [10] Q Who was - Who had to approve the giving of a [11] guarantee at Vantage?  
 [12] A The department head.  
 [13] Q The head of, in this case, the fundraising [14] division?  
 [15] A Yes.  
 [16] Q That's who was supposed to approve it?  
 [17] A Yes.  
 [18] Q What about Harry Melikian?  
 [19] A Meaning?  
 [20] Q Did he have to approve it, if it's a change to the [21] contract?  
 [22] A I don't know if he would have to or not.  
 [23] Q Well, is there any sort of procedure in place?  
 [24] A Not really.  
 [25] Q Sales division head could do whatever they wanted?

Vantage 20699

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(33)

Page 129

[1] A I don't think there would have been that many. [2] You know, we're not talking about a procedure that everyone [3] used. Again, I don't have the figures and the facts, but [4] it's going to be very few and far between before there would [5] be any guarantees.

[6] Q Well, how do you know that?

[7] A That's what I know.

[8] Q So if you were not one of the approving officials, [9] how would you know?

[10] A Because the practice was shunned on. That's why.

[11] Q Who shunned on it?

[12] A Everybody.

[13] Q Who?

[14] A Sales manager, the division head, myself.

[15] MR. LEVITT: Let me show you a document, Exhibit [16] 6. It's DOJ 21955. It's a letter from Larry Lyon to Ralph [17] Semb, dated October 11, 1995.

[18] (The referred to document was [19] marked for identification as [20] Exhibits No. 6.)

[21] THE WITNESS: Do you want me to take this one, [22] Peter?

[23] MR. LEVITT: Yes, please.

[24] THE WITNESS: This one goes over here?

[25] MR. LEVITT: You can put that one right on top

Page 130

[1] there.

[2] Q Take a look at that document?

[3] A Okay.

[4] Q Have you seen this document before?

[5] A No.

[6] Q It states that, "Vantage will guarantee \$100,000 [7] up front on the execution of our agreement to the Imperial [8] Council Membership Committee." Were you aware of that [9] guarantee?

[10] A No.

[11] Q It also states, "We're certain that it will be [12] profitable for us and the Imperial, and we assume this by [13] offering to give 100,000 up front upon acceptance of this [14] agreement." Were you aware of any discussions concerning [15] this issue?

[16] A No.

[17] Q Do you know whether this \$100,000 guarantee was [18] paid?

[19] A No.

[20] Q Is this the first you've ever heard of this [21] \$100,000 guarantee?

[22] A Yes.

[23] Q Who was the division manager in October 1995?

[24] A I wouldn't know exactly. I wouldn't know.

[25] Q Were you aware of any other guarantees that were

Page 131

[1] as much as \$100,000?

[2] A No.

[3] Q Were you aware of a \$25,000 guarantee to General [4] Federation of Women's Club?

[5] A I don't recall.

[6] Q Were you aware of a \$15,000 guarantee to the Order [7] of Sons of Italy in America?

[8] A No.

[9] Q Were you aware of a \$20,000 guarantee to Wildlife [10] Forever?

[11] A No.

[12] MR. LEVITT: We'll go off the record for a minute.

[13] (Off the Record.)

[14] MR. LEVITT: I'm going to show you a document, and [15] mark it as Exhibit 7.

[16] (The referred to document was [17] marked for identification as [18] Exhibits No. 7.)

[19] BY MR. LEVITT:

[20] Q I ask you to take a look at that document and see [21] if you recognize it?

[22] A No.

[23] Q Were you aware that at some point in the last [24] couple of years, Vantage made changes to its standard [25] program agreement?

Page 132

[1] A Am I supposed to look at something here?

[2] Q You can look at it or not. I'll repeat my [3] question?

[4] MR. BELL: Peter, just for the benefit of us, read [5] what —

[6] MR. LEVITT: Sure. The Bates on it is VAN 00972, [7] and it is titled "Agreement to Provide Fundraising [8] Consulting and Management Services." It's an agreement [9] between Vantage and the National Council of Senior Citizens.

[10] Q Are you aware that the National Council of Senior [11] Citizens is a client of Vantage?

[12] A No.

[13] Q Are you aware that they've ever been a client of [14] Vantage?

[15] A Yes.

[16] Q What's your understanding as to the status of [17] National Council of Senior Citizens?

[18] A We used to do some travel insert cards for them.

[19] Q Do you know if they were ever — if you ever did [20] any fundraising business for them?

[21] A No.

[22] Q You don't know either way?

[23] A No, I don't.

[24] Q Were you aware that, at some point in the last [25] couple of years, Vantage changed its standard program

Vantage 20700

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(34)

Page 133

- [1] agreement on the fundraising side?  
 [2] A Since 1996-1997?  
 [3] Q Yes.  
 [4] A Yes.  
 [5] Q What's your understanding of that?  
 [6] A It's what I said this morning. I assume we [7] changed how we put agreements together.  
 [8] Q Based on this lawsuit?  
 [9] A Yes, sir.  
 [10] Q Are you aware that this contract, Exhibit 7, is a [11] new form of program agreement at Vantage?  
 [12] A No. I'm not saying it is or it isn't. That's [13] what I'm trying to say to you.  
 [14] Q I understand. Do you - Who at Vantage on the [15] fundraising side in 1999 would be responsible for making [16] changes to a program agreement?  
 [17] A The general manager and, I assume George Miller, [18] who is an attorney.  
 [19] Q Who was the general manager at that time?  
 [20] A I assume, Peter Demakis.  
 [21] Q Is he still employed with Vantage?  
 [22] A Yes.  
 [23] Q Is he still the manager of Vantage Financial [24] Services?  
 [25] A No, sir.

Page 134

- [1] Q What is his position?  
 [2] A He's on his way out. He's on his leave.  
 [3] Q He's on leave?  
 [4] A He's leaving the company. He's in transition [5] right now.  
 [6] Q What was his position up until he went on - into [7] transition?  
 [8] A He was in the charge of the area.  
 [9] Q Excuse me?  
 [10] A He's in charge of the area.  
 [11] Q Which area?  
 [12] A Fundraising area. Am I saying that properly?  
 [13] Q Were you present for any discussions about - in [14] the last couple of years about making changes to the [15] contracts for fundraising programs, aside from conversation [16] involving counsel?  
 [17] A No.  
 [18] Q We get nervous when questions like that are asked.  
 [19] Let me ask you again. Aside from conversations with [20] counsel, were you present for any conversations in the last [21] couple of years concerning the subject of making changes to [22] Vantage's contracts for its fundraising programs?  
 [23] A No.  
 [24] Q Did you ask anyone to make changes to it?  
 [25] A Six or seven years ago, yeah.

Page 135

- [1] Q Six or seven years ago?  
 [2] A 1996, 1995.  
 [3] Q As a result of this lawsuit, you asked someone to [4] make changes?  
 [5] A Yes.  
 [6] Q Who did you ask to make the changes?  
 [7] A I told you this morning, legal counsel.  
 [8] Q Who else?  
 [9] A Whoever the general manager was, and Harry [10] Melikian.  
 [11] Q This morning you said that you -  
 [12] A Am I reading this still?  
 [13] Q No. You can put it here. This morning you said [14] that you got a two million dollar bonus this year?  
 [15] A Yes.  
 [16] Q And I asked you about profits from Vantage. And I [17] thought that you had said that it was - that Vantage's [18] profits this year were two million dollars. Was I mistaken [19] about that?  
 [20] A You said the fundraising.  
 [21] Q Just the fundraising was two million dollars?  
 [22] A Yes, sir.  
 [23] Q What about Vantage Travel?  
 [24] A It was about three and a half million.  
 [25] Q I think you testified earlier that the

Page 136

- [1] financial - the fundraising was more profitable than the [2] travel. Has that changed this year?  
 [3] A No, I didn't say that.  
 [4] Q Maybe I misunderstood. Is the travel program more [5] profitable than the fundraising program?  
 [6] A Yes. No, no. I want to be clear. You asked me [7] if I had a group leader on a trip, which one would be more [8] profitable. Isn't that what you asked me? You got the [9] notes here better than me. That's what you asked me.  
 [10] Q Your recollection is that I asked you, if you had [11] a group leader on a -  
 [12] A Well, that's what we were talking about, free [13] trips to organizations, which one would be more profitable. [14] And then, you asked me, and I said to you most of the time, [15] it would be a fundraising group leader.  
 [16] Q And why is that?  
 [17] A Because usually, the size of the organization.  
 [18] Q Why?  
 [19] A Production of mailing.  
 [20] Q I'm not following this. You're saying that the [21] group leader - the fundraising program would be more [22] profitable or not?  
 [23] A Yes, I said. I didn't say all the time either. I [24] said most of the time.  
 [25] Q Is the answer that an individual fundraising

Vantage 20701

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

XMAX(35)

Page 137

[1] program would be more profitable than an individual travel  
 [2] program?  
 [3] A No.  
 [4] Q Is there any way you can explain this to me? I'm [5]  
 have difficulty understanding the distinction you're making.  
 [6] A Sometimes size doesn't have anything to do with [7]  
 response rates in the travel business. It could be a very [8]  
 small group that has great response rates. Does that make [9]  
 sense what I just said?  
 [10] Q Um-hmm.  
 [11] A And based on the size of the organization and the [12]  
 cost of the program, profits could be - You could mail out [13]  
 an individual Shrine or a travel program, you could have 100  
 [14] people show up for the trip, but the organization is only [15]  
 5,000 members. You couldn't make a lot of money in the [16]  
 fundraising business doing that. Does that answer your [17]  
 question?  
 [18] Q Um-hmm. But generally speaking, the travel [19]  
 program is more profitable than the fundraising program?  
 [20] A No.  
 [21] Q The other way around?  
 [22] A Yes, sir.  
 [23] Q Right, okay.  
 [24] A But it's not a rule of thumb. I want to be clear [25] here.  
 I'm not trying to throw you a curve ball, but it's

Page 138

[1] not a yes or a no answer. It all depends on the type of [2]  
 organization.  
 [3] Q I'm talking about generally, not a particular [4]  
 organization. This year, at least, the fundraising program [5] is  
 more - the fundraising division was more profitable than [6] the  
 travel division?  
 [7] A No.  
 [8] Q No?  
 [9] A No, I didn't say that. You said on an [10] organization  
 level.  
 [11] Q Yeah.  
 [12] A My travel business, I'm not all predominantly in [13] the  
 organization business anymore. I have a direct mail [14] file  
 internally that there's no organization involved with. [15] So 75  
 percent of my business comes from my non-organization [16]  
 business. Am I saying that properly now?  
 [17] Q Let me ask you this. In 1995, that general time [18]  
 period, which division was more profitable?  
 [19] A The travel division.  
 [20] Q Is that usually the case?  
 [21] A Yes.  
 [22] Q Is it usually substantially more profitable?  
 [23] A Yes.  
 [24] Q You mentioned two million profits in fundraising?  
 [25] A That was last year, I said.

Page 139

[1] Q And travel?  
 [2] A Three and a half.  
 [3] Q Is that pretty typical?  
 [4] A Yes. If anything, it's less.  
 [5] Q Typical for both, two million for fundraising --  
 [6] A Again, what time period? Tell me your time period [7]  
 and I'll try to give you a guesstimate.  
 [8] Q Okay. Let's go to 1995, fundraising?  
 [9] A I'll be honest with you. I don't even know if we [10] were  
 making profits.  
 [11] Q '98?  
 [12] A Three to one.  
 [13] Q Three to one, travel to --  
 [14] A Yes.  
 [15] Q An estimate of the numbers?  
 [16] A I can't tell you off the top of my head.  
 [17] Q Similar to what --  
 [18] A No, no, no, not that. No, no. No, not even [19] close.  
 [20] Q Last year was a good year?  
 [21] A Yes.  
 [22] Q And the year before that?  
 [23] A No, very little profits in the fundraising [24] business. It  
 was all tied up in another transaction.  
 [25] Q What transaction?

Page 140

[1] A We have a customer that didn't pay us.  
 [2] Q Who was that?  
 [3] A The Canadian Wildlife Association.  
 [4] Q How much didn't they pay you?  
 [5] A A million dollars.  
 [6] Q That was a bulk program?  
 [7] A Excuse me?  
 [8] Q That was a bulk program?  
 [9] A Yes, sir.  
 [10] MR. LEVITT: I'd like to take a five-minute break. [11] I don't  
 have much left at all.  
 [12] (Off the Record from 3:02 p.m. to 3:07 p.m.)  
 [13] MR. LEVITT: I don't have anything further.  
 [14] MS. MINTZ: I just have a quick one.  
 [15] CROSS-EXAMINATION  
 [16] BY MS. MINTZ:  
 [17] Q Mr. Lewis --  
 [18] A May I just ask who you are?  
 [19] Q Sure. Michelle Mintz. I represent Moose.  
 [20] A Oh, okay.  
 [21] Q Did you ever have any conversations with anyone at  
 [22] Moose regarding programs that Vantage was doing for  
 them?  
 [23] A No.  
 [24] Q Did you ever have any conversations with anyone at  
 [25] Vantage regarding any programs that you were doing for

Vantage 20702



BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX(36)

Page 141

- [1] Moose?  
 [2] A No.  
 [3] MS. MINTZ: That's all I have.  
 [4] MR. VALLE: I just have a question. Joseph Valle [5] on behalf of Wildlife Forever, a third-party defendant. [6] Nice to meet you, Mr. Lewis.  
 [7] THE WITNESS: Hi. Call me Hank.  
 [8] CROSS-EXAMINATION  
 [9] BY MR. VALLE:  
 [10] Q Do you know anybody at Wildlife Forever by name?  
 [11] A No.  
 [12] Q Have you ever had any dealings with anybody at [13] Wildlife Forever?  
 [14] A No.  
 [15] Q Are you aware of any contractual arrangements that [16] your company did with Wildlife Forever?  
 [17] A No.  
 [18] MR. VALLE: I have no further questions.  
 [19] MR. BELL: I have a few follow-ups in the same [20] line of questioning.  
 [21] THE WITNESS: May I ask who you are?  
 [22] MR. BELL: I'm with three non-profits. We'll do [23] the first one, General Federation of Women's Club.  
 [24] CROSS-EXAMINATION  
 [25] BY MR. BELL:

Page 142

- [1] Q Have you ever had any conversations with anybody [2] at General Federation of Women's Club regarding any [3] programs?  
 [4] A No.  
 [5] Q Did you have any conversations with anyone at [6] Vantage regarding programs with General Federation?  
 [7] A Yes.  
 [8] Q Can you tell me about them?  
 [9] A I think we sponsored a China program in General [10] Federation of Women's Club. In the mid-'90s, we sold them [11] some travel.  
 [12] Q Was that on the fundraising side or the travel [13] side?  
 [14] A No, travel side.  
 [15] Q With respect to the fundraising side —  
 [16] A No.  
 [17] Q Just let me finish the question. I know you might [18] know where I'm going, but with respect to the fundraising [19] side, did you have any conversations with anyone at Vantage [20] regarding the fundraising program in general for Federation [21] of Women's Club?  
 [22] A No.  
 [23] Q And with respect to Catholic Daughters of America, [24] did you have any conversations with anyone at Catholic [25] Daughters of America with respect to fundraising programs?

Page 143

- [1] A No.  
 [2] Q Did you have any conversations with anyone at [3] Vantage regarding any fundraising program with Catholic [4] Daughters of America?  
 [5] A No.  
 [6] Q And with respect to American Legion Department of [7] Tennessee, have you ever had any conversations with anyone [8] from American Legion Department of Tennessee regarding [9] program agreements?  
 [10] A No.  
 [11] Q Did you have any conversations with anyone at [12] Vantage regarding any program agreements with American [13] Legion Department of Tennessee?  
 [14] A No.  
 [15] MR. BELL: That's all I have.  
 [16] MS. MINTZ: Can I ask one more? I'm sorry.  
 [17] FURTHER CROSS-EXAMINATION  
 [18] BY MS. MINTZ:  
 [19] Q Did you testify before that you knew that Moose [20] was one of Vantage's biggest clients?  
 [21] A Yes.  
 [22] Q How did you know that if you didn't have any [23] conversations with anyone?  
 [24] A Because of the group.  
 [25] MS. MINTZ: That's all.

Page 144

- [1] MR. LEVITT: Good. Thank you.  
 [2] THE WITNESS: Thank you.  
 [3] (Whereupon, at 3:15 p.m., the deposition was [4] completed.)

Vantage 20703

BSA

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

XMAX137

Page 145

[1] CERTIFICATE [2] COMMONWEALTH OF MASSACHUSETTS )

) SS. [3] COUNTY OF SUFFOLK )

[4] I, Marilyn Franklin, a Court Reporter and Notary [5] Public, within and for the Commonwealth of Massachusetts, do [6] hereby certify that there came before me on this 16th the [7] day of October, 2001, the person hereinbefore named, who was [8] by me duly sworn to tell the truth, the whole truth, and [9] nothing but the truth, concerning and touching the matter in [10] controversy in this cause; that he was thereupon examined [11] upon his oath, and his examination reduced to typewriting, [12] under my direction, and that this deposition transcript is a [13] true and accurate record of the testimony given by the [14] witness.

[15] I further certify that I am not related to any of [16] the parties hereto or their counsel, and that I am in no way [17] interested in the outcome of said cause.

[18] Dated at Boston, Massachusetts, this 16th day of [19] October, 2001.

[21]

Marilyn Franklin

[22] NOTARY PUBLIC

My Commission Expires:

[23] October 3, 2004

Page 147

[1] SIGNATURE OF WITNESS:

[2] I have read the foregoing transcript and the same [3] contains a true and accurate recording of my answers to the [4] questions therein set forth, subject to the change and/or [5] correction sheet(s) attached.

[8]

[9] Deponent

Page 146

[1] CORRECTION SHEET

[2] DEPOSITION OF HENRY LEWIS [3] PAGE NO. LINE NO. SUGGESTED CORRECTION

Vantage 20704

**Look-See Concordance Report**

UNIQUE WORDS: 1,442  
TOTAL OCCURRENCES: 6,576  
NOISE WORDS: 385  
TOTAL WORDS IN FILE: 23,444

SINGLE FILE CONCORDANCE

CASE SENSITIVE

NOISE WORD LIST(S): NOISE.NOI

INCLUDES ALL TEXT OCCURRENCES

IGNORES PURE NUMBERS

WORD RANGES @ BOTTOM OF PAGE

MAXIMUM TRACKED OCCURRENCE  
THRESHOLD: 200

- \$ -

\$10,000 [1] 40:11  
\$100,000 [4] 130:6, 17, 21; 131:1  
\$15,000 [1] 131:6  
\$150,000 [1] 40:19  
\$20,000 [1] 131:9  
\$25,000 [1] 131:3  
\$35,000 [1] 40:18  
\$40,000 [2] 37:23; 40:18  
\$400,000 [1] 34:5  
\$50,000 [4] 38:19; 69:19; 121:16, 18

- 1 -

100K [1] 41:9  
10:20 a.m. [1] 6:2  
12:14 [1] 73:22  
16th [2] 145:6, 18  
1980s [1] 15:25  
1990-1991 [1] 8:14  
1990s [3] 76:12; 116:12; 117:2  
1996-1997 [1] 133:2  
1:19 [1] 74:1  
1a [8] 87:2, 3, 6, 11; 88:18, 24; 91:2, 6  
1b [8] 87:2, 3, 6, 15; 89:1, 4; 91:3, 23

- 3 -

3:02 [1] 140:12  
3:07 [1] 140:12  
3:15 [1] 144:3

- 7 -

70s [1] 10:24

- 8 -

80s [9] 16:13, 14; 17:23; 18:19; 49:21;  
54:17; 95:2; 97:22

- 9 -

90s [10] 61:25; 62:14, 15; 63:19, 20, 21;  
68:21, 22; 142:10

- A -

able [5] 108:7; 117:14, 17; 126:4, 13  
acceptance [1] 130:13  
account [6] 45:17, 19, 20, 23; 111:24;

112:1

Accounting [1] 18:10  
accounting [4] 18:6, 11, 13  
accurate [2] 145:13; 147:3  
act [1] 41:20  
acting [4] 51:16; 52:5, 10, 12  
actively [1] 97:3  
activities [1] 100:11  
activity [1] 77:25  
acts [1] 45:11  
addition [2] 27:18; 28:4  
additional [3] 40:5, 11; 94:16  
address [1] 73:9  
administration [1] 109:23  
administrators [1] 12:5  
admission [2] 111:6  
advantage [1] 108:8  
affect [3] 18:23, 25; 33:22  
affected [1] 19:1  
affiliate [1] 44:19  
affinities [1] 20:16  
Affinity [4] 77:8; 122:17; 123:4, 10  
affinity [5] 20:14, 17, 21, 24; 77:9  
afternoon [1] 8:5  
age [1] 116:10  
agenda [5] 80:4, 8; 81:10, 12  
agreeing [1] 122:5  
Agreement [2] 91:6; 132:7  
agreement [22] 47:11, 12; 59:9; 87:2,  
10; 90:20, 22, 25; 91:4, 9, 12; 120:18;  
122:23, 24, 25; 130:7, 14; 131:25; 132:8;  
133:1, 11, 16  
agreements [8] 51:11; 57:8; 90:11;  
91:17; 122:17; 133:7; 143:9, 12  
agrees [1] 119:8  
aid [1] 137:9  
air [2] 13:4; 111:3  
airline [3] 108:14; 110:4, 10  
airlines [1] 110:18  
Alabama [5] 103:6, 16, 25; 104:6; 105:7  
allotted [1] 40:4  
America [4] 131:7; 142:23, 25; 143:4  
American [3] 143:6, 8, 12  
amount [7] 34:17; 45:25; 46:1; 110:5;  
116:8, 20, 22  
amounts [1] 105:22  
answer [23] 14:7; 27:4; 33:20; 39:11;  
50:22; 54:11, 15; 65:16, 18, 19; 70:18;  
81:9; 84:25; 85:5; 96:10; 97:8; 125:19;  
126:3, 12; 128:9; 136:25; 137:16; 138:1  
answers [1] 147:3  
anybody [11] 14:6; 50:5, 10, 15; 62:7;  
65:2; 88:12; 110:23; 141:10, 12; 142:1  
anymore [1] 138:13  
anyways [1] 66:15  
anywhere [1] 108:24  
applicable [2] 50:6, 11  
application [1] 19:19  
applied [1] 54:9  
apply [2] 18:2; 54:5  
appointment [1] 83:13  
appointments [1] 41:17  
appreciate [1] 65:22  
apprised [1] 53:17  
approach [1] 22:11  
Approached [1] 22:2  
approached [10] 21:19, 21, 23; 22:1, 4;  
28:16; 29:24; 30:1, 7  
approve [3] 128:10, 16, 20  
approving [1] 129:8  
Approximately [1] 15:23

approximately [3] 14:12, 15; 21:13  
area [5] 10:16; 134:8, 10, 11, 12  
arrange [1] 55:6  
arrangement [5] 24:23; 25:1, 2, 15;  
115:2  
arrangements [2] 47:8; 141:15  
array [1] 46:15  
Artist [1] 29:14  
Artists [38] 23:21, 23, 24; 24:11, 24;  
25:6, 17; 28:17; 29:12, 13, 20; 30:2, 9,  
13, 18; 31:19, 21, 23; 32:6; 69:3; 74:12,  
13, 22, 25; 75:4, 8, 21; 76:10, 15, 19, 24;  
77:12, 13, 18; 78:1, 10  
Aside [1] 134:19  
aside [2] 126:1; 134:15  
asking [25] 26:8, 16; 27:9, 15; 42:16;  
44:12, 16; 48:4; 49:1, 19; 52:8; 61:4;  
77:16; 101:24; 106:18; 107:7, 11, 15;  
113:17; 116:2, 10; 117:2; 120:1  
assemble [2] 42:23; 44:23  
assist [3] 99:14; 101:19; 102:2  
Assistant [1] 6:12  
associated [1] 110:8  
Association [7] 99:3, 4; 117:7, 9, 10, 22;  
140:3  
association [5] 12:20; 46:3, 4; 109:22  
associations [1] 9:10  
assume [64] 17:8, 14, 15; 27:20, 21;  
28:25; 30:14, 19, 25; 31:2, 18, 22; 48:2,  
6, 19; 49:5, 9, 12, 13, 14, 25; 50:25;  
51:15; 52:2, 3; 55:4; 56:15; 70:13, 15,  
16, 18, 24; 71:2, 4, 5, 6; 73:6, 7; 77:14,  
23; 78:2; 79:12; 83:12, 14; 84:14, 17,  
18; 88:4; 90:12; 93:24; 97:18; 99:7, 9,  
17; 106:23, 24; 118:13; 119:25; 120:1;  
130:12; 133:6, 17, 20  
assumed [3] 50:17, 18; 95:14  
assuming [1] 97:19  
assumption [7] 49:15; 51:16; 90:13;  
95:15, 16; 126:23, 24  
ate [1] 142:19  
attached [2] 98:24; 147:5  
attachment [1] 98:5  
attend [3] 78:12, 19; 79:16  
attention [7] 26:4; 31:2; 61:3; 80:19;  
88:24; 120:10, 23  
Attorney [1] 6:12  
attorney [13] 17:3, 4, 11; 51:7, 15; 52:4,  
10; 56:19; 57:7; 93:4, 21, 23; 133:18  
attorneys [1] 57:5  
authority [1] 88:13  
authorized [2] 86:18; 89:13  
aware [57] 13:21; 14:3; 16:15, 16, 20;  
53:19, 22, 24; 54:1; 60:8, 11, 13, 14, 15,  
16, 18, 21, 25; 61:1, 2; 71:15, 22; 72:2;  
76:10; 83:25; 84:3, 7; 86:15; 88:15;  
90:19, 24; 97:17; 121:1, 3, 6, 24; 122:4,  
10, 19; 123:13, 19, 20, 23, 25; 124:4;  
130:8, 14, 25; 131:3, 6, 9, 23; 132:10,  
13, 24; 133:10; 141:15

- B -

background [5] 10:12, 13, 14, 18  
balliwick [1] 47:4  
balance [1] 45:25  
ball [1] 137:25  
Barton [4] 21:22; 30:6, 7; 69:2  
Barton-Cotton [12] 21:23; 22:3, 14, 19,  
22; 23:10; 28:16; 30:4, 5; 32:8; 69:19;  
75:4

base [8] 37:4; 38:15; 40:17, 18; 41:3;  
77:7, 20, 21  
Based [2] 38:13; 133:8  
based [9] 35:25; 36:5; 37:3; 40:20;  
49:15, 24; 90:1, 13; 137:11  
basically [1] 31:5  
basis [1] 34:24  
Bates [1] 132:6  
becomes [2] 127:24  
behalf [2] 89:20; 141:5  
believe [1] 66:7  
BELL [5] 132:4; 141:19, 22, 25; 143:15  
bell [4] 74:23; 75:5, 15, 17  
benefit [1] 132:4  
Bev [2] 75:15, 17  
bigger [2] 116:23; 117:15  
biggest [5] 117:1, 4, 5, 6; 143:20  
bill [1] 104:17  
bond [3] 20:22, 25; 21:7  
bonus [10] 35:24; 36:12; 37:2, 3, 6, 18,  
23; 38:1; 40:6; 135:14  
bookkeeping [1] 42:14  
boss [4] 51:16; 52:5, 10, 12  
bosses [1] 26:5  
Boston [4] 10:16; 17:10; 102:24; 145:18  
bought [6] 11:22; 25:4, 8, 9; 28:11; 32:6  
branches [1] 77:22  
break [5] 73:14, 18, 20; 140:10  
Brian [10] 6:6; 8:5; 9:25; 52:19; 53:5;  
63:3; 65:21; 93:17; 95:20; 123:6  
broached [2] 21:15, 17  
brochure [1] 19:16  
Broderick [1] 34:17  
brokered [2] 97:4, 6  
Brookline [1] 10:16  
buddy [1] 83:20  
building [1] 11:23  
bulk [17] 47:11; 48:14, 21; 49:2, 4, 7, 22;  
85:17; 94:14; 95:14; 125:1, 7, 24, 25;  
140:6, 8  
bunch [1] 112:9  
business [120] 6:24; 10:19; 14:22, 23;  
15:13, 14, 18; 16:2, 9; 18:19, 23, 25;  
19:1, 3, 5, 6, 10, 14; 20:4, 7; 21:13, 14,  
20; 22:13, 14, 20; 23:10; 24:17; 26:9,  
16; 28:9, 18; 29:5, 9, 23, 25; 30:2, 12;  
31:23; 32:1, 11, 14, 21; 42:1, 2, 4, 18;  
44:13, 16; 48:3; 54:17; 68:15, 16; 69:4;  
70:6, 7, 10; 72:12, 21; 74:11; 94:22;  
96:9, 14, 17; 97:4, 6; 99:16, 18; 100:20;  
101:1, 2, 6, 13; 102:10; 103:3; 106:11,  
17; 108:14; 109:11; 110:6; 111:4;  
112:14, 16, 20; 116:8, 20, 22; 121:17,  
19, 25; 124:2; 125:1,  
7, 13, 22, 24, 25; 126:1, 6; 127:7, 9, 12,  
13, 18; 128:3, 4; 132:20; 137:7, 16;  
138:12, 13, 15, 16; 139:24  
businesses [1] 127:14  
buy [1] 121:17  
buy-out [4] 31:25; 32:1, 3, 10

## - C -

caging [13] 44:10, 19; 45:1, 5, 7, 11, 15,  
20, 23; 103:14, 15; 104:21  
calculated [1] 40:7  
calendars [1] 43:19  
Call [1] 141:7  
call [11] 7:10, 20, 24; 27:14, 16; 41:15,  
17; 102:9, 11; 103:6; 108:4  
calls [1] 27:19

Canada [2] 47:12; 48:22  
Canadian [5] 48:22; 125:24; 126:1, 6;  
140:3  
capacity [1] 12:4  
capital [1] 31:25  
Cards [1] 44:4  
cards [8] 43:19, 21; 44:3, 4; 96:20, 22,  
25; 132:18  
care [1] 108:9  
case [7] 6:13; 71:4; 121:18; 124:13, 16;  
128:13; 138:20  
cash [2] 103:11, 13  
cast [2] 31:12; 46:20  
Catholic [3] 142:23, 24; 143:3  
CEO [6] 6:17, 20; 7:19; 31:3; 52:8; 70:1  
certify [2] 145:6, 15  
cetera [2] 103:1  
chains [1] 7:21  
Chandler [1] 89:7  
Change [1] 51:11  
change [8] 21:1; 25:25; 26:18; 27:1, 11;  
51:12; 128:20; 147:4  
changed [11] 6:19; 20:9; 26:5, 6; 27:10;  
51:14; 91:15; 95:16; 132:25; 133:7;  
136:2  
changes [12] 89:20; 90:7, 10, 20, 21;  
131:24; 133:16; 134:14, 21, 24; 135:4, 6  
Chapter [1] 87:23  
charge [6] 34:21; 35:11; 46:24; 48:12;  
134:8, 10  
charges [1] 111:5  
Charities [1] 99:2  
Charles [3] 24:2; 75:9, 11  
chart [1] 7:22  
check [1] 121:17  
China [1] 142:9  
chit-chat [1] 102:25  
circumstances [8] 39:19; 60:13, 17, 20;  
61:2; 64:2; 102:23; 119:4  
Citizens [3] 132:9, 11, 17  
clarify [1] 123:3  
clear [6] 26:20; 101:24; 109:10; 123:8;  
136:6; 137:24  
client [26] 69:18; 76:24; 77:6; 85:19;  
86:21; 88:3, 6; 102:4, 7; 108:5; 112:24,  
25; 116:5; 7; 117:4, 5, 6, 23; 118:2, 4;  
122:6; 132:11, 13  
Clients [1] 113:18  
clients [50] 24:15, 19; 31:16, 18, 20;  
69:10, 11; 76:18; 77:13, 15, 18, 19, 21,  
24; 78:1; 84:4; 85:1, 7, 11, 15, 24; 86:1;  
99:5; 102:15; 103:3; 106:2, 6, 16; 113:4,  
8, 12, 14, 18, 24; 114:3, 12; 116:9, 21,  
24; 117:1, 15, 18; 121:4; 122:11;  
124:1; 143:20  
Club [5] 131:4; 141:23; 142:2, 10, 21  
code [1] 43:25  
collect [1] 44:19  
collected [1] 104:14  
collections [1] 42:8  
Columbus [4] 44:1, 2; 99:1  
coming [2] 13:17; 119:14  
Commission [4] 26:13, 14; 38:8; 145:22  
commission [10] 22:18; 23:14; 24:15;  
26:23; 27:7; 38:10, 11, 18; 40:3, 5  
commissions [2] 40:13; 41:5  
commitment [2] 103:21, 22  
Committee [1] 130:8  
common [2] 20:22; 102:21  
COMMONWEALTH [1] 145:2  
Commonwealth [1] 145:5

communicate [2] 67:10, 14  
communication [1] 26:6  
comp [1] 110:11  
companies [5] 7:9; 13:9, 11; 36:2, 6  
company [49] 7:6, 18; 8:1, 10; 10:22;  
11:4, 25; 12:21, 23; 14:10, 12, 14, 24;  
15:9, 11; 16:18; 21:22; 25:11, 17, 25;  
26:10; 28:20; 31:5; 32:11, 13, 14, 17, 20,  
23; 33:10; 34:23; 40:21; 41:2; 42:18;  
45:5, 11, 20; 56:12; 66:13; 84:20, 23;  
94:16;  
96:16, 21; 100:1, 21; 134:4; 141:16  
compare [2] 116:8, 19  
compared [1] 116:21  
comped [1] 111:7  
compensated [5] 34:2; 35:23; 36:20;  
37:1; 38:1  
compensation [1] 38:6  
compete [2] 128:1, 6  
competition [6] 21:15; 58:17; 60:15;  
68:17; 121:7; 126:25  
competitive [3] 73:1, 5; 127:17  
competitor [2] 122:12  
competitors [14] 23:18; 68:18, 23; 69:1,  
3; 72:13; 84:3; 121:25; 122:5, 10;  
123:16; 127:16; 128:1, 6  
complete [2] 47:22; 115:22  
completed [1] 144:4  
compliance [7] 51:1, 9, 10; 56:13, 17,  
23; 57:1  
complied [4] 50:6, 11, 18, 21  
Components [1] 43:15  
components [2] 43:16; 44:18  
concept [2] 12:21, 22  
concern [6] 64:11; 66:14; 68:15; 72:12;  
73:9; 121:4  
concerned [10] 68:1; 70:4, 5, 6; 72:5,  
21, 24; 73:3, 7, 8  
concerning [4] 54:19; 130:14; 134:21;  
145:9  
concerns [9] 64:12, 13; 68:12, 13, 14;  
72:6, 7; 105:11  
conclusion [1] 58:21  
concurrent [2] 98:17, 20  
conditions [1] 49:4  
confused [1] 102:4  
confusion [1] 99:14  
conglomerate [1] 25:7  
conjunction [1] 97:15  
connected [1] 29:14  
connection [5] 16:9; 22:16; 51:2, 6;  
75:25  
consequences [1] 33:18  
consideration [2] 37:5, 9  
considering [1] 37:9  
consultant [1] 43:13  
consultants [1] 81:21  
Consulting [1] 132:8  
cont [1] 74:3  
contact [2] 13:17; 75:8  
contacted [3] 16:17, 18; 23:18  
contacts [2] 24:18; 28:2  
contained [1] 92:1  
contains [1] 147:3  
content [2] 10:2, 6  
contract [13] 45:6; 46:22, 23; 47:7, 22;  
48:1; 64:20; 90:17, 18; 101:25; 102:6;  
128:21; 133:10  
contracted [3] 45:24; 46:1, 3  
contracts [39] 27:12, 17; 43:5; 46:4, 7,  
10, 12, 24, 25; 47:17, 18; 48:14, 16, 22,

23; 50:2, 6, 11, 18, 21; 53:18; 54:6, 10, 14, 23; 74:7; 89:20; 90:7; 98:20, 23; 99:12; 115:4, 5; 116:12; 118:11, 12; 123:10; 134:15, 22  
**Contractual** [1] 51:23  
**contractual** [6] 24:25; 51:24; 75:24; 97:14; 115:1; 141:15  
**controversy** [1] 145:10  
**conventions** [1] 81:13  
**Conversation** [1] 49:16  
**conversation** [17] 10:2; 24:4; 54:16; 56:15; 61:12, 15, 16, 18; 62:2, 8, 23; 69:7, 9; 84:18; 106:7, 8; 134:15  
**conversations** [27] 13:24; 16:24; 17:2, 13; 23:6; 54:18; 57:5; 78:9; 94:7, 10; 99:19; 105:6; 119:17, 20; 124:15; 134:19, 20; 140:21, 24; 142:1, 5, 19, 24; 143:2, 7, 11, 23  
**Coopera** [1] 58:2  
**Cooperative** [14] 13:17; 55:19; 56:3, 7, 10; 58:6, 11, 14; 59:3, 12, 15; 76:12; 78:10; 82:21  
**cooperative** [5] 94:15, 19; 97:16; 98:18, 21  
**copy** [1] 95:21  
**corporate** [3] 7:1, 4; 58:3  
**Corporation** [1] 74:23  
**CORRECTION** [2] 146:1, 3  
**correction** [1] 147:5  
**cost** [4] 19:5, 6; 20:3; 137:12  
**costs** [2] 110:8, 12  
**Cotton** [4] 21:22; 30:6, 7; 69:2  
**Council** [21] 98:25; 114:23; 115:2, 19; 116:3, 13, 21; 117:15, 22; 118:25; 119:9, 12, 15, 24; 120:6, 11, 14; 130:8; 132:9, 10, 17  
**counsel** [6] 17:7; 98:17; 134:16, 20; 135:7; 145:16  
**COUNTY** [1] 145:3  
**couple** [5] 119:10; 131:24; 132:25; 134:14, 21  
**course** [1] 111:15  
**Court** [2] 114:11; 145:4  
**cover** [3] 38:20; 39:4, 17  
**covered** [1] 123:15  
**creative** [2] 42:21; 43:11  
**Credit** [1] 96:20  
**credit** [2] 96:22, 25  
**CROSS-EXAMINATION** [4] 140:15; 141:8, 24; 143:17  
**Cruise** [1] 109:7  
**cruise** [1] 110:4  
**current** [2] 33:7; 52:17  
**curve** [1] 137:25  
**customer** [2] 20:9; 140:1  
**customers** [8] 18:24; 20:12; 26:10; 68:18; 95:7, 13; 112:18, 19  
**Cut** [1] 39:8  
**cut** [1] 39:22

## - D -

**Dad** [1] 75:12  
**Dallas** [5] 46:18; 53:14; 62:19, 23; 63:4  
**DARLING** [2] 36:24; 70:14  
**Dated** [1] 145:18  
**dated** [7] 87:10, 12; 93:8; 95:22; 98:6; 118:22; 129:17  
**Daughters** [3] 142:23, 25; 143:4  
**day** [4] 73:23; 116:10; 145:7, 18  
**days** [2] 20:6; 100:13

**deal** [17] 23:19; 24:11, 12; 25:5; 30:8; 38:10; 64:18; 101:19; 102:2; 103:9; 106:11, 20, 22; 107:4, 12, 13  
**dealing** [1] 114:23  
**dealings** [2] 87:23; 141:12  
**deals** [1] 106:4  
**dealt** [1] 86:21  
**decide** [2] 30:15; 37:6  
**decided** [4] 23:9, 17; 28:17; 105:14  
**decision** [8] 21:13; 22:16; 29:22; 30:3, 11, 20; 79:10; 112:5  
**decisions** [3] 47:13, 14; 112:3  
**defendant** [1] 141:5  
**definitely** [1] 73:8  
**degree** [1] 20:10  
**delegate** [1] 52:1  
**Dennakis** [4] 53:6; 62:19; 63:3; 133:20  
**Department** [4] 34:22; 143:6, 8, 13  
**department** [2] 90:16; 128:12  
**depend** [1] 79:6  
**depended** [1] 79:8  
**depends** [1] 138:1  
**Deponent** [1] 147:9  
**DEPOSITION** [1] 146:2  
**deposition** [4] 8:4; 73:22; 144:3; 145:12  
**Describe** [1] 42:19  
**describe** [4] 19:16; 43:23; 100:10, 15  
**designed** [1] 121:25  
**detail** [5] 9:12, 23; 10:3; 41:20; 51:25  
**details** [1] 70:24  
**determine** [8] 50:20; 54:4, 9; 56:6, 9; 58:10, 13; 59:2  
**determined** [1] 63:3  
**developed** [1] 32:2  
**devoted** [2] 32:21, 24  
**Dick** [4] 46:19; 103:8, 10, 21  
**difference** [3] 48:16; 49:22; 110:22  
**difficulty** [1] 137:5  
**dinner** [1] 111:14  
**dinners** [1] 111:13  
**Direct** [3] 7:11; 32:16, 23  
**direct** [1] 138:13  
**Directing** [1] 88:24  
**direction** [1] 145:12  
**Director** [1] 103:18  
**disadvantage** [2] 73:1, 5  
**disassembled** [1] 11:25  
**disclose** [2] 10:2; 57:5  
**disclosing** [1] 10:4  
**discretion** [1] 47:22  
**discuss** [8] 67:22; 79:20; 82:9, 15, 18, 21; 101:1, 6  
**discussed** [2] 81:12; 98:7  
**discussions** [5] 76:14; 84:9, 12; 130:14; 134:13  
**dissatisfaction** [1] 120:13  
**distinction** [2] 113:20; 137:5  
**division** [45] 30:23; 31:8, 10, 17; 32:18, 24; 38:1; 42:6; 47:20, 25; 49:21; 52:13, 15, 18; 53:2, 4, 7, 15; 55:5; 61:9, 13; 62:5, 14, 18; 63:2; 64:3; 75:4; 79:4, 13, 14; 80:20; 89:25; 90:11; 99:6; 112:7, 9; 119:8; 128:14, 25; 129:14; 130:23; 138:5, 6, 18, 19  
**document** [19] 8:23, 24, 25; 86:25; 93:10; 95:20, 23; 98:1, 7, 9; 118:14, 16; 129:15, 18; 130:2, 4; 131:14, 16, 20  
**documentation** [1] 69:6  
**documents** [8] 8:6, 8, 13; 10:10; 75:24; 87:2, 4; 94:17  
**doesn't** [6] 39:6, 16; 45:22; 65:17, 18;

137:6  
**DOJ** [7] 87:10, 11; 93:8; 95:21; 98:7; 118:22; 129:16  
**dollar** [1] 135:14  
**dollars** [24] 36:13, 15; 37:19, 21, 22; 38:20; 41:7, 8; 42:9, 10, 16; 108:25; 110:20, 21, 23, 24; 127:23, 24, 25; 135:18, 21; 140:5  
**donate** [1] 44:22  
**donated** [1] 44:24  
**donation** [1] 44:22  
**donations** [3] 44:20; 45:12, 14  
**doubt** [1] 31:1  
**draft** [1] 48:1  
**drafted** [3] 47:23; 59:25; 60:2  
**draw** [11] 38:11, 13, 15, 20, 25; 39:4, 17; 121:12, 13, 14  
**draws** [1] 38:19  
**dual** [1] 106:6  
**due** [1] 59:16  
**duly** [1] 145:8  
**duties** [2] 13:20; 14:18

## - E -

**Early** [1] 16:13  
**early** [4] 61:25; 68:21, 22; 76:12  
**Eastern** [1] 87:24  
**Edmonds** [3] 62:16; 63:4, 16  
**education** [1] 10:18  
**educational** [2] 10:12, 14  
**Edwards** [1] 62:15  
**effect** [3] 25:3, 16; 54:22  
**efficiently** [1] 35:7  
**effort** [1] 50:20  
**efforts** [3] 56:6, 9; 105:23  
**Eight** [1] 34:14  
**eight** [3] 11:1, 20; 34:16  
**eighty-five** [2] 36:23, 25  
**Elks** [1] 99:3  
**em** [1] 61:19  
**employed** [3] 6:16, 21; 133:21  
**employee** [4] 72:20, 24; 73:3; 92:16  
**employees** [7] 55:7, 11; 92:4, 5; 94:8, 11; 127:1  
**endeavor** [1] 126:17  
**ensure** [5] 46:25; 52:9; 66:20, 22; 67:8  
**ensured** [1] 66:11  
**ensuring** [4] 48:5; 50:1, 6, 11  
**entail** [1] 83:5  
**enter** [1] 24:23  
**entered** [1] 118:11  
**entities** [2] 7:1, 4  
**entitled** [2] 40:5, 11  
**erroneous** [11] 9:5, 7, 15, 22, 23; 10:3, 8; 95:4, 5, 6, 12  
**escrow** [3] 45:17, 18, 20  
**established** [1] 28:21  
**estimate** [4] 125:20; 126:4, 13; 139:15  
**et** [2] 103:1  
**evaluate** [1] 54:21  
**events** [1] 55:25  
**Eventually** [1] 45:24  
**Everybody** [1] 129:12  
**exact** [10] 29:16; 34:17; 41:11, 20; 52:24; 61:16, 22; 96:11; 97:7; 100:2  
**exactly** [6] 16:12; 25:13; 29:7; 36:19; 37:22; 130:24  
**EXAMINATION** [2] 6:9; 74:3  
**examination** [1] 145:11  
**examined** [1] 145:10



example [10] 13:1; 20:24; 27:11; 67:2;  
69:19; 77:19; 80:16; 106:19; 108:21;  
122:5  
exchange [2] 24:15; 26:23  
excluding [1] 57:7  
Excuse [13] 13:10; 15:10; 19:12; 36:4;  
56:8; 24; 71:20; 72:22; 75:16; 84:11;  
124:14; 134:9; 140:7  
execution [1] 130:7  
Executive [1] 103:17  
executive [1] 62:13  
Exhibit [17] 87:2, 11, 15; 88:18, 24; 89:1,  
4; 91:2, 23; 93:8; 95:20; 98:2; 118:15;  
129:15; 131:15; 133:10  
Exhibits [7] 87:6; 93:12; 95:25; 98:11;  
118:18; 129:20; 131:18  
expectation [1] 28:1  
expected [1] 27:23  
expenses [2] 110:16, 19  
expensive [1] 20:3  
experience [1] 54:1  
Expires [1] 145:22  
Explain [2] 12:15, 17  
explain [9] 21:25; 38:6, 12, 18; 77:1, 3;  
102:5; 112:23; 137:4  
extent [2] 25:21; 119:11  
extra [2] 95:21; 110:2

## - F -

fact [2] 50:21; 65:18  
factors [2] 37:5, 8  
facts [1] 129:3  
fair [1] 80:7  
fairly [1] 102:21  
fall [3] 42:13; 47:4; 117:10  
familiar [4] 55:19, 22, 25; 91:16  
family [1] 23:7  
Famous [43] 23:21, 23; 24:11, 24; 25:6,  
16, 17; 28:17; 29:12, 13, 14, 20; 30:2, 8,  
13, 17; 31:19, 21, 23; 32:6; 69:3; 74:12,  
13, 22, 23, 25; 75:4, 8, 21; 76:10, 15, 18,  
24; 77:12, 13, 18; 78:1, 10  
fan [1] 108:9  
father [2] 75:10, 11  
February [2] 11:13; 15:3  
Federation [6] 131:4; 141:23; 142:2, 6,  
10, 20  
feel [2] 37:4; 100:23  
fellow [2] 34:12; 53:6  
felt [1] 65:2  
Ferrara [3] 46:19; 63:5, 9  
fifteen [1] 127:24  
Fifty [1] 125:17  
figure [2] 9:22; 111:1  
figures [2] 41:12; 129:3  
file [1] 138:14  
Finance [1] 48:12  
Financial [9] 7:23; 8:2; 18:13; 33:6;  
96:5, 6, 8; 119:8; 133:23  
financial [13] 18:12; 47:7; 60:16; 72:13,  
15; 119:9, 11, 24; 120:19; 122:7; 124:1;  
126:17; 136:1  
find [4] 60:2, 5; 68:9; 126:17  
finding [1] 91:19  
Fine [1] 6:8  
fine [1] 101:17  
finish [3] 114:8; 123:25; 142:17  
finished [1] 69:15  
Finn [1] 69:2  
firm [1] 94:17

First [1] 30:5  
first [15] 9:6; 28:16; 55:22; 68:19; 71:15,  
21; 83:1; 84:6; 87:13; 94:13; 95:10;  
97:13; 98:24; 130:20; 141:23  
Five [2] 125:18; 126:9  
five [7] 41:7; 56:16; 82:3; 108:24;  
125:22; 126:2; 127:23  
five-minute [1] 140:10  
Flebbe [2] 46:18; 63:11  
Fleet [1] 118:1  
focus [1] 80:19  
focusing [1] 101:12  
follow [4] 28:2, 4; 70:21, 23  
follow-up [1] 106:18  
follow-ups [1] 141:19  
followed [6] 70:13, 15, 16, 17, 18, 25  
following [2] 15:6; 136:20  
follows [1] 6:5  
food [1] 13:4  
for-profit [5] 13:9, 11; 19:11, 13; 126:18  
foregoing [1] 147:2  
Forever [5] 131:10; 141:5, 10, 13, 16  
forgotten [1] 62:17  
form [4] 19:19; 45:1; 58:2; 133:11  
format [1] 79:9  
forms [1] 83:11  
forth [1] 147:4  
Forty [1] 37:19  
forty [1] 37:21  
found [4] 66:18; 68:2; 72:5; 125:4  
Four [1] 82:3  
four [2] 34:19; 56:15  
Franklin [2] 145:4, 21  
Fred [1] 89:7  
Free [1] 111:3  
free [13] 108:11, 14, 23; 109:19; 110:5,  
6, 11, 18, 19; 111:3; 128:9; 136:12  
front [5] 121:11, 12; 123:17; 130:7, 13  
Fundraising [3] 116:15; 132:7; 134:12  
fundraising [126] 6:24; 9:8, 17, 18; 10:6;  
15:17; 21:12, 14; 22:13, 20; 23:10, 16;  
24:17, 19; 28:15, 18; 29:1, 5, 9, 17, 22,  
25; 30:12; 31:8, 10, 17; 32:11, 14, 21,  
24; 33:1, 7, 10; 35:8, 12; 36:8; 37:16;  
38:1, 9; 41:13, 18, 19; 42:6, 19;  
44:13; 52:15, 17; 53:2, 4, 7, 14, 18; 54:5,  
10, 13; 63:2; 80:19, 23, 25; 81:4; 82:25;  
85:15; 89:20; 90:11; 96:8, 17; 97:10;  
99:6, 16, 18; 101:2, 18; 102:10, 17;  
103:3, 9; 106:2, 10, 17; 108:18; 109:2, 4,  
11; 113:14, 19; 114:1, 7, 15, 18, 20, 24;  
115:2; 116:14;  
117:2; 124:2; 125:11, 14; 126:7; 128:13;  
132:20; 133:1, 15; 134:15, 22; 135:20,  
21; 136:1, 5, 15, 21, 25; 137:16, 19;  
138:4, 5, 24; 139:5, 8, 23; 142:12, 15,  
18, 20, 25; 143:3  
funds [1] 68:17  
furnished [1] 94:17

## - G -

gave [7] 39:20; 47:9, 16; 65:16; 72:15;  
110:6; 124:1  
Gelb [3] 79:3, 7, 14  
gentleman [1] 52:19  
George [1] 133:17  
gets [2] 37:2; 42:17  
Give [3] 25:15; 80:16; 108:11  
give [20] 13:1; 20:24; 22:18; 23:12, 13,  
18; 24:14; 40:16; 65:2, 4; 108:14, 21;

109:13; 110:5, 11, 23; 111:8; 127:15;  
130:13; 139:7  
given [7] 83:19; 85:19; 92:19; 112:19;  
121:7; 125:9; 145:13  
giving [12] 27:18; 37:4; 60:15; 68:24;  
72:13; 108:23; 123:16; 126:16, 22;  
127:9; 128:2, 10  
glass [1] 73:12  
goal [2] 20:23, 25  
goes [6] 19:11, 13, 20; 42:17; 127:13;  
129:24  
govern [3] 49:7, 11; 54:13  
governed [1] 54:19  
governing [7] 13:21, 25; 14:3; 53:20;  
54:2; 55:7; 82:19  
Grand [3] 8:11; 86:23; 87:23  
Graves [5] 46:18; 53:14; 62:19, 24; 63:4  
great [1] 137:8  
greeting [1] 44:4  
ground [1] 111:3  
Group [5] 7:14, 19, 21; 109:17; 119:7  
group [32] 10:6; 12:18; 13:6; 19:17;  
20:22, 24, 25; 21:4; 28:2, 8; 41:22;  
43:25; 44:17; 45:7, 25; 64:23, 25; 65:5,  
25; 66:1; 81:4; 103:8; 108:15; 109:18,  
21; 117:12; 136:7, 11, 15, 21; 137:8;  
143:24  
groups [13] 8:19; 9:8, 11, 17, 19; 20:14;  
22:12; 27:6; 41:15, 17, 24; 97:16; 112:3  
guarantee [14] 72:15; 121:16, 18; 122:7,  
13; 127:23; 128:11; 130:6, 9, 17, 21;  
131:3, 6, 9  
guaranteeing [3] 68:17; 69:7, 19  
guarantees [28] 60:16; 68:24; 70:8, 9;  
72:13; 84:3; 85:1, 6, 10, 15, 18, 22;  
121:8, 9, 22; 123:17; 124:1; 125:8;  
126:17, 22; 127:10, 15, 23; 128:2, 7, 8;  
129:5; 130:25  
guess [9] 6:25; 7:22; 16:5; 37:7; 52:25;  
57:19; 103:8, 14, 17  
guessing [7] 42:8; 68:20; 96:23; 105:5;  
125:19; 126:3, 12  
guesstimate [1] 139:7  
guy [3] 75:9, 13

## - H -

H.E. [1] 94:1  
hadn't [2] 69:15; 112:20  
half [9] 11:24; 25:19; 38:20, 21; 39:3, 6;  
75:22; 135:24; 139:2  
handed [1] 63:18  
hands [1] 90:14  
Hank [2] 71:7; 141:7  
happening [2] 107:5, 20  
happens [3] 38:22; 39:6; 44:9  
Hard [1] 37:14  
hard [3] 110:20, 24; 114:11  
harmless [4] 119:13, 24; 120:19; 122:6  
Harry [22] 17:14, 16, 20; 18:14; 33:13,  
14; 36:20; 47:15; 48:6, 7; 51:16; 52:4,  
10; 56:20; 74:7; 84:9, 12; 90:14; 128:18;  
135:9  
haven't [3] 44:22, 24; 72:9  
he'd [1] 40:11  
head [11] 79:13, 14; 90:16; 112:7;  
113:3; 117:20; 128:12, 13, 25; 129:14;  
139:16  
hear [2] 69:5; 122:16  
heard [2] 123:8; 130:20  
Hearing [1] 49:3

offices [2] 102:15; 104:7  
 officials [1] 129:8  
 oftentimes [1] 112:12  
 Oh [1] 140:20  
 Ohio [1] 98:24  
 Okay [13] 30:1; 58:21; 60:17; 73:16;  
 80:21; 81:1; 19; 91:8; 102:5; 111:3;  
 115:8; 130:3; 139:8  
 okay [12] 7:20; 21; 42:14; 59:10; 69:18;  
 71:10; 80:20; 81:2; 99:10; 112:8;  
 137:23; 140:20  
 old [1] 102:7  
 opera [1] 111:6  
 operated [2] 84:23; 90:4  
 operates [1] 44:16  
 operation [10] 11:10; 41:14; 44:11; 19;  
 45:1; 5; 8; 11; 15  
 Operations [2] 34:21; 35:11  
 opportunity [1] 12:24  
 opposed [2] 114:5; 123:4  
 optional [1] 13:4  
 oral [1] 76:4  
 Order [2] 87:24; 131:6  
 order [1] 46:19  
 organization [26] 7:22; 11:24; 19:17; 21;  
 23; 25; 20:22; 43:13; 25; 45:4; 59:19;  
 21; 65:6; 66:9; 94:16; 97:15; 103:12;  
 104:15; 136:17; 137:11; 14; 138:2; 4; 10;  
 13; 14  
 organizations [5] 26:7; 29:17; 110:7;  
 117:9; 136:13  
 oriented [1] 103:3  
 original [2] 11:10; 44:24  
 Originally [3] 11:22; 22:17; 32:13  
 originally [1] 32:12  
 ourself [1] 7:24  
 outcome [1] 145:17  
 outset [1] 28:5  
 outside [2] 80:10; 81:21  
 overall [2] 36:2; 5  
 overlap [1] 113:22  
 overseeing [1] 100:16  
 owed [1] 104:24  
 owing [1] 42:13  
 owns [1] 34:11

## - P -

p.m. [5] 73:22; 74:1; 140:12; 144:3  
 Pacific [1] 109:7  
 pack [1] 44:4  
 package [8] 12:16; 19; 13:1; 19:15;  
 41:22; 42:22; 43:12; 44:23  
 packages [2] 12:25; 109:7  
 packet [1] 111:8  
 PAGE [1] 146:3  
 Page [2] 88:18; 20  
 paid [8] 24:21; 34:1; 38:11; 41:6; 55:10;  
 110:10; 16; 130:18  
 paper [1] 40:22  
 paperwork [2] 99:7; 8  
 Paragraph [1] 98:18  
 paragraph [1] 97:13  
 paraphernalia [1] 81:14  
 part [10] 12:8; 13:20; 24:4; 38:18; 39:15;  
 59:19; 20; 78:12; 84:22; 120:13  
 part-time [1] 34:24  
 partake [1] 21:20  
 participation [5] 113:25; 114:4; 5; 13; 14  
 parties [1] 145:16  
 party [2] 40:23; 55:11

pay [18] 26:12; 23; 27:6; 33:22; 36:21;  
 39:8; 22; 40:17; 18; 41:3; 45:24; 46:1;  
 104:15; 17; 111:4; 5; 140:1; 4  
 paying [2] 26:4; 31:2  
 payments [1] 46:8  
 People [2] 69:7; 124:5  
 people [62] 12:12; 14:11; 14; 21:15; 19;  
 23:1; 25; 24:16; 27:18; 31:13; 37:25;  
 38:3; 7; 40:12; 18; 44:24; 46:15; 17; 21;  
 47:21; 50:24; 60:15; 67:1; 11; 15; 17; 18;  
 19; 23; 68:1; 7; 69:7; 10; 70:7; 71:11;  
 75:7; 78:3; 79:5; 23; 80:9; 11; 81:15;  
 83:17; 89:13; 103:25; 104:3; 106:10; 19;  
 25; 107:2; 108:9; 109:8; 23; 111:4;  
 112:9; 121:8; 124:10; 127:9; 15; 128:7;  
 137:14  
 percent [17] 28:12; 34:9; 14; 16; 19;  
 38:14; 40:10; 75:23; 110:17; 125:17; 21;  
 22; 126:11; 14; 138:15  
 percentage [5] 40:9; 125:13; 126:2; 6;  
 10  
 percentile [1] 34:10  
 Performance [1] 37:7  
 performance [5] 36:2; 5; 37:9; 40:20;  
 82:9  
 period [23] 11:2; 14; 28:15; 29:10;  
 44:20; 46:13; 47:2; 48:7; 58:20; 74:18;  
 78:22; 79:1; 97:23; 98:19; 99:23; 100:2;  
 116:19; 117:2; 120:4; 8; 138:18; 139:6  
 person [25] 29:4; 38:21; 40:1; 42:17;  
 62:10; 64:3; 6; 19; 22; 65:24; 78:23;  
 82:25; 83:2; 3; 5; 23; 106:13; 19; 21;  
 108:25; 111:22; 118:10; 24; 120:24;  
 145:7  
 personal [4] 28:5; 69:25; 102:11; 13  
 personally [8] 33:25; 85:21; 24; 87:25;  
 101:21; 111:17; 18; 115:9  
 perspective [3] 20:7; 104:11; 12  
 Peter [31] 6:11; 26:20; 32:19; 51:25;  
 53:6; 56:24; 58:12; 59:10; 62:18; 63:3;  
 65:16; 17; 68:20; 69:4; 72:8; 22; 77:15;  
 87:14; 88:11; 20; 92:3; 97:21; 101:14;  
 105:5; 22; 110:21; 123:3; 124:9; 129:22;  
 132:4; 133:20  
 phone [3] 101:8; 102:11; 108:4  
 pick [1] 111:12  
 piece [1] 40:22  
 pies [1] 90:14  
 pin [4] 43:24; 44:1; 2  
 Pins [1] 43:22  
 pins [2] 43:20; 21  
 Pioneer [1] 99:4  
 place [6] 18:6; 75:21; 82:4; 104:6;  
 128:23  
 placement [1] 97:20  
 Please [1] 98:18  
 please [8] 32:22; 44:22; 89:18; 90:8;  
 106:14; 114:2; 124:14; 129:23  
 pocket [2] 104:13; 105:18  
 point [12] 11:16; 64:9; 66:15; 74:6;  
 75:19; 76:14; 84:2; 109:14; 123:6; 22;  
 131:23; 132:24  
 policy [4] 71:9; 90:19; 21  
 poor [1] 26:6  
 position [7] 6:18; 14:8; 18:8; 30:22;  
 89:23; 134:1; 6  
 positive [2] 17:6; 22  
 Post [1] 8:15  
 postage [1] 20:5  
 Postal [9] 13:14; 16:1; 17; 18; 76:11;  
 92:25; 93:5; 99:12; 20

postal [12] 8:20; 21; 13:21; 24; 53:19;  
 54:2; 82:16; 94:7; 11; 98:17; 20; 99:21  
 Potentate [5] 115:14; 23; 25; 116:1;  
 118:6  
 Potentates [1] 118:9  
 potential [3] 26:10; 69:10; 122:11  
 practice [11] 78:12; 84:23; 86:7; 90:19;  
 21; 100:7; 10; 127:7; 9; 128:4; 129:10  
 practices [3] 121:24; 122:4; 10  
 pre-set [1] 12:19  
 Pre-tax [1] 42:16  
 precedent [2] 127:19; 22  
 predominantly [1] 138:12  
 prepare [1] 8:4  
 present [8] 17:13; 46:14; 47:3; 48:11;  
 62:7; 79:1; 134:13; 20  
 presently [1] 24:13  
 President [8] 6:20; 14:10; 19; 31:3;  
 96:5; 97:10; 100:4  
 president [1] 109:22  
 pretty [1] 139:3  
 previously [1] 72:4  
 primarily [2] 41:24; 83:23  
 prime [1] 82:12  
 printed [1] 43:1  
 printers [1] 43:3  
 printing [1] 43:7  
 Prior [3] 53:17; 54:4; 63:16  
 prior [17] 18:14; 40:20; 53:8; 18; 54:12;  
 18; 55:3; 25; 60:8; 22; 61:23; 71:18; 21;  
 93:18; 95:17; 124:12; 15  
 privileges [1] 94:15  
 problem [4] 53:18; 105:8; 107:16;  
 108:18  
 problems [3] 76:15; 120:5; 9  
 procedure [4] 84:23; 90:15; 128:23;  
 129:2  
 process [3] 44:12; 51:17; 18  
 produce [2] 19:24; 25  
 produced [5] 40:24; 42:23; 25; 43:10;  
 12  
 product [2] 27:13; 42:22  
 product-induced [1] 41:22  
 Production [1] 136:19  
 products [5] 29:18; 42:22; 43:18; 80:15  
 profit [4] 85:17; 86:1; 123:1; 125:23  
 profitable [20] 30:16; 42:2; 4; 112:24;  
 113:24; 114:3; 13; 18; 20; 130:12; 136:1;  
 5; 8; 13; 22; 137:1; 19; 138:5; 18; 22  
 Profits [1] 37:10  
 profits [18] 37:15; 16; 38:14; 23; 39:4; 7;  
 17; 40:4; 9; 42:6; 11; 135:16; 18;  
 137:12; 138:24; 139:10; 23  
 Program [1] 91:6  
 program [61] 13:5; 7; 21:9; 30:18; 44:6;  
 24; 76:7; 86:2; 87:2; 10; 90:11; 20; 22;  
 24; 91:3; 9; 11; 17; 108:18; 23; 109:2; 4;  
 11; 113:15; 19; 114:1; 5; 7; 14; 15; 17;  
 18; 20; 21; 122:6; 7; 12; 13; 131:25;  
 132:25; 133:11; 16; 136:4; 5; 21; 137:1;  
 2; 12; 13; 19; 138:4; 140:6; 8; 142:9; 20;  
 143:3; 9; 12  
 programs [16] 13:21; 25; 14:4; 35:6;  
 97:16; 110:1; 119:10; 120:5; 10; 134:15;  
 22; 140:22; 25; 142:3; 6; 25  
 property [3] 114:10; 134:12; 138:16  
 proposition [1] 127:14  
 proven [6] 64:23; 65:4; 12; 25; 66:1; 13  
 Provide [1] 132:7  
 provide [1] 26:9  
 PUBLIC [1] 145:22

5; 137:15  
 lower [1] 40:16  
 loyalty [2] 37:10, 13  
 lucrative [1] 76:7  
 Lynn [4] 62:15, 16; 63:4, 16  
 Lyon [14] 22:7, 9; 24:7; 31:12, 14;  
 34:16; 107:8; 108:2, 7, 17; 118:23, 24;  
 119:20; 129:16

---

- M -

---

Mail [13] 13:17; 55:19; 56:4, 7, 10; 58:6,  
 11, 14; 59:3, 15; 76:12; 78:10; 82:21  
 mail [10] 16:6, 8; 18:20; 19:9, 10; 43:3;  
 49:8; 137:12; 138:13  
 mailed [1] 44:23  
 Mailing [1] 59:12  
 mailing [11] 16:8; 19:11, 13; 21:1; 44:7,  
 18; 54:19; 94:14; 95:14; 105:15; 136:19  
 mailings [10] 49:7, 8; 55:8; 58:3, 4;  
 94:15, 19; 97:15; 98:18, 21  
 mails [2] 53:20; 82:19  
 main [1] 106:4  
 man [4] 62:10, 11, 12; 93:21  
 manage [1] 80:11  
 Management [1] 132:8  
 management [4] 23:2; 80:9; 81:14;  
 100:23  
 Manager [5] 12:1, 2; 52:15; 56:20;  
 100:4  
 manager [31] 13:20; 52:13, 17; 53:1, 4,  
 7, 14; 55:4; 61:9, 12; 62:4, 5, 18; 64:3;  
 78:2, 4; 79:4, 7, 13, 14; 89:25; 112:6, 9;  
 122:22; 124:7; 129:14; 130:23; 133:17,  
 19, 23; 135:9  
 managers [2] 63:1, 2  
 Marilyn [2] 145:4, 21  
 mark [1] 131:15  
 marked [7] 87:5; 93:11; 95:24; 98:10;  
 118:17; 129:19; 131:17  
 market [1] 96:22  
 marketed [3] 42:24, 25; 97:3  
 Marketing [4] 7:11; 32:16, 23; 69:2  
 marketing [6] 43:9, 11, 14; 96:24, 25;  
 122:17  
 marketplace [1] 127:20  
 MASSACHUSETTS [1] 145:2  
 Massachusetts [2] 145:5, 18  
 match [1] 113:16  
 material [2] 19:24, 25  
 materials [2] 42:21; 79:21  
 matter [2] 65:1; 145:9  
 matters [3] 8:20, 21; 18:12  
 meals [3] 110:15; 111:11, 13  
 mean [48] 17:16; 18:11, 12; 20:15, 17,  
 21; 26:3; 31:20; 33:16; 37:13, 15; 39:13;  
 43:14; 44:12; 45:8; 46:2; 47:9; 48:2, 22;  
 53:1; 58:17; 59:17; 64:16, 24; 65:10;  
 69:10; 71:8; 77:3, 14; 79:8; 80:2, 16;  
 83:8, 14; 86:9; 101:1, 2; 102:2; 105:12;  
 109:21, 23; 110:22; 121:9, 13, 21;  
 125:22; 127:21  
 Meaning [2] 46:6; 128:19  
 means [6] 12:15, 17; 18:1; 38:15; 40:24;  
 65:15  
 meant [1] 18:19  
 measurement [1] 36:1  
 meet [10] 75:10; 100:24; 101:1; 102:14,  
 19, 21; 103:24; 104:5, 9; 141:6  
 meeting [6] 81:11; 104:12; 106:1, 5, 13,  
 18

meetings [17] 28:5; 78:13, 17, 21, 24;  
 79:2, 17, 19; 80:22; 81:4, 12; 82:1, 10,  
 13, 15; 103:2; 106:16  
 Melikian [18] 6:7; 17:16, 20; 18:14;  
 33:14; 36:20; 37:6; 48:8; 74:7; 78:7;  
 79:16; 84:9, 12; 90:6, 10; 98:8; 128:18;  
 135:10  
 member [1] 77:20  
 members [6] 19:20; 21:3; 26:24; 41:23;  
 109:14; 137:15  
 Membership [1] 130:8  
 membership [3] 13:8; 77:9, 21  
 mentioned [11] 21:12; 29:12; 32:16;  
 63:3; 68:11; 74:11; 84:2; 117:14; 118:5;  
 119:10; 138:24  
 merger [2] 32:2, 4  
 Michelle [1] 140:19  
 Michigan [1] 99:2  
 mid [1] 142:10  
 middle [2] 101:16, 17  
 Miller [1] 133:17  
 million [16] 36:13, 15; 38:20, 22; 39:3, 7;  
 42:9, 10, 15; 135:14, 18, 21, 24; 138:24;  
 139:5; 140:5  
 mind [3] 73:19; 117:21, 24  
 Mine [1] 78:14  
 mine [2] 93:21; 101:11  
 MINTZ [6] 140:14, 16; 141:3; 143:16,  
 18, 25  
 Mintz [1] 140:19  
 minute [1] 131:12  
 minutes [2] 73:14, 19  
 misappropriated [2] 104:20, 22  
 misled [1] 30:6  
 mistaken [4] 17:5; 36:16, 23; 135:18  
 misunderstood [1] 136:4  
 misuse [1] 94:14  
 mix [1] 113:16  
 Moment [1] 26:1  
 moment [1] 26:1  
 Money [2] 44:25; 121:10  
 money [21] 26:23; 45:14, 16, 22; 65:9,  
 13; 66:14; 69:8; 103:18, 21; 104:13, 19,  
 24; 105:1, 2, 24; 121:11, 12; 124:1;  
 125:8; 137:15  
 monitor [1] 100:7  
 monitoring [1] 100:11  
 Monthly [1] 101:7  
 months [4] 10:17; 11:1, 20  
 Moose [5] 117:23; 140:19, 22; 141:1;  
 143:19  
 morning [6] 94:23; 120:21; 133:6;  
 135:7, 11, 13  
 Mostly [3] 13:12; 18:13; 43:19  
 mostly [1] 12:11  
 move [4] 65:19; 92:21; 98:3; 101:14  
 MS [6] 140:14, 16; 141:3; 143:16, 18, 25  
 multi-purposes [1] 106:3  
 museum [1] 111:6  
 Myself [3] 30:14, 25; 33:13  
 myself [7] 12:11; 21:16; 31:2; 41:21;  
 79:12; 112:6; 129:14

---

- N -

---

N-O-H-L-E [1] 52:21  
 name [32] 6:11, 13; 15:9, 11; 17:4; 24:1;  
 29:1; 52:20; 53:10; 62:17; 63:6, 15, 23;  
 74:21, 23; 75:10, 15, 17; 88:22; 89:11,  
 14; 93:25; 94:3, 5; 96:23; 115:22; 116:2;  
 117:14, 17; 141:10

named [4] 34:12; 52:19; 53:6; 145:7  
 Names [1] 24:16  
 names [7] 24:15, 18; 26:10, 23; 75:7;  
 104:1; 123:7  
 National [18] 11:5, 14, 16, 21, 22; 12:2;  
 13:13, 14, 17, 23; 14:2; 94:24; 117:7, 8,  
 10; 132:9, 10, 17  
 nature [2] 26:16; 97:16  
 needs [1] 38:19  
 negotiate [1] 102:6  
 negotiated [1] 118:11  
 negotiating [1] 101:25  
 nervous [1] 134:18  
 Net [2] 38:23; 42:11  
 net [9] 38:13, 20, 22, 23; 39:3, 7, 17;  
 40:4, 9  
 Nice [1] 141:6  
 nice [1] 82:7  
 nights [1] 111:14  
 nine [3] 11:20; 34:14, 16  
 Nineteen [1] 6:22  
 Ninety-five [1] 110:17  
 Nohle [3] 52:19; 53:5; 63:3  
 non [2] 85:25; 122:25  
 non-liability [1] 66:6  
 non-organization [1] 138:15  
 Non-profit [1] 49:4  
 non-profit [52] 13:9, 11; 16:6, 8; 18:20;  
 19:9, 11, 14; 47:11; 48:14, 21; 49:2, 7,  
 22; 53:20; 54:2, 19, 22; 55:7; 58:3;  
 59:22, 23; 76:16; 82:19; 84:4; 85:11, 15,  
 17; 92:11, 13; 94:15; 97:16; 101:20;  
 102:14; 103:2; 106:2, 11, 12, 16, 20;  
 108:4;  
 109:18, 24; 121:4; 123:10; 124:1; 125:1,  
 7, 14; 126:2, 18  
 non-profits [6] 13:12; 41:24; 44:14;  
 46:5; 120:17; 141:22  
 not-for-profit [1] 42:17  
 NOTARY [1] 145:22  
 Notary [2] 6:3; 145:4  
 note [1] 98:18  
 notes [1] 136:9  
 notified [2] 50:25; 51:1  
 November [1] 95:22  
 number [1] 41:9  
 numbers [3] 40:15, 16; 139:15  
 numerous [4] 22:6, 8; 68:13; 72:6

---

- O -

---

oath [2] 6:5; 145:11  
 Objection [12] 33:17, 19; 35:19; 42:3;  
 50:3, 8, 13; 55:2; 56:14; 66:3; 72:16;  
 84:24  
 objections [1] 6:7  
 occasion [5] 39:22, 24; 40:1; 89:10;  
 107:21  
 occasionally [1] 27:19  
 occasions [2] 66:18; 106:9  
 occurred [1] 32:10  
 October [15] 14:25; 15:1; 87:10, 12;  
 89:16, 19; 93:8; 118:22; 120:4, 8;  
 129:17; 130:23; 145:7, 19, 23  
 offer [8] 12:18; 85:1, 6, 14; 103:22;  
 109:6, 10; 128:8  
 offered [2] 85:10  
 offering [4] 84:3; 126:25; 128:7; 130:13  
 Office [1] 8:15  
 office [2] 49:18; 102:25  
 officers [2] 33:12, 16



hearing [1] 49:2  
 heavily [1] 112:16  
 held [4] 78:17; 89:24; 119:24; 120:19  
 Helen [1] 94:5  
 hello [1] 103:4  
 help [11] 14:22; 21:20; 22:19; 65:18;  
 106:10, 11; 108:2, 7, 22; 121:25  
 helped [1] 90:12  
 helpful [1] 65:22  
 Helping [2] 29:19, 20  
 helping [1] 29:17  
 Helps [1] 35:1  
 HENRY [1] 146:2  
 Henry [3] 6:15; 96:4; 118:23  
 hereby [1] 145:6  
 hereinbefore [1] 145:7  
 hereto [1] 145:16  
 herky-jerky [2] 26:1, 5  
 Hi [1] 141:7  
 high [3] 10:16; 40:15; 41:9  
 higher [1] 22:25  
 hire [3] 29:6; 30:20; 81:21  
 hired [5] 31:8; 62:13, 15; 63:18; 97:10  
 history [3] 33:5; 65:7; 103:17  
 ho [1] 65:9  
 holding [1] 122:5  
 home [1] 10:19  
 honest [3] 45:18; 97:21; 139:9  
 honestly [1] 96:10  
 Hospitality [1] 74:23  
 hotel [4] 13:4; 108:14; 110:11; 111:3  
 hotels [2] 110:19; 111:12  
 hours [2] 82:3; 104:10  
 house [1] 111:6  
 houses [1] 43:3  
 Howard [2] 75:15, 17  
 Humane [1] 118:3  
 hundred [5] 14:16, 17; 41:8; 113:14

## - I -

I'd [26] 12:11; 14:23; 15:22; 20:10;  
 25:19; 36:11; 39:11; 42:8; 53:21; 55:4;  
 62:17; 68:20, 22; 87:9, 12; 88:18; 91:2;  
 93:7; 98:13; 102:25; 105:5; 113:9;  
 125:19; 126:3, 12; 140:10  
 I've [5] 66:4; 71:23; 102:9, 13; 106:6  
 idea [6] 23:5, 8; 35:20, 21; 48:25;  
 127:14  
 identification [7] 87:5; 93:11; 95:24;  
 98:10; 118:17; 129:19; 131:17  
 identify [2] 7:1, 4  
 identity [1] 85:19  
 impediment [1] 107:16  
 Imperial [25] 77:4; 114:23; 115:2, 14,  
 19, 23, 24; 116:1, 3, 13, 20; 117:14, 22;  
 118:6, 9, 25; 119:9, 12, 15, 23; 120:6,  
 10, 14; 130:7, 12  
 important [2] 65:8, 10  
 improperly [1] 51:23  
 improvement [1] 10:19  
 in-house [1] 81:13  
 incentive [2] 109:1; 121:19  
 incident [12] 49:20; 66:21, 24; 67:11,  
 15, 20, 24; 68:2, 12; 71:24; 72:1; 97:21  
 incidental [1] 111:5  
 include [1] 111:10  
 increased [1] 19:6  
 indemnify [1] 119:12  
 Independent [1] 99:4  
 Indiana [1] 99:3

individual [5] 24:18; 46:21; 136:25;  
 137:1, 13  
 individuals [5] 47:6, 25; 56:22, 25; 57:6  
 inducement [1] 113:1  
 information [6] 9:5; 92:19; 93:3; 95:4, 5;  
 97:14  
 informed [2] 51:5; 61:19  
 informing [2] 85:24; 86:1  
 initial [5] 28:24; 29:1; 31:16; 89:11, 14  
 initially [1] 23:10  
 initials [5] 88:21; 89:2, 5, 7; 93:25  
 input [1] 65:22  
 insert [1] 132:18  
 inside [2] 10:6; 11:23  
 instance [1] 60:24  
 instances [2] 120:17; 121:1  
 instruct [2] 10:1; 57:4  
 interested [3] 22:12; 24:19; 145:17  
 internally [1] 138:14  
 introduced [1] 102:25  
 introductions [1] 22:18  
 investigated [2] 76:11; 92:24  
 investigation [9] 13:14; 15:25; 61:23;  
 71:18; 94:14, 18, 21; 95:17; 124:13  
 invite [1] 110:7  
 involved [22] 11:12, 17; 14:23; 27:11;  
 32:1, 3; 33:10; 51:17, 18; 78:7; 80:22;  
 85:21, 24; 96:16; 99:15; 106:12; 108:4;  
 112:12, 13, 16; 115:9; 138:14  
 involvement [1] 47:15  
 involving [6] 16:1; 82:16, 18; 94:18;  
 99:20; 134:16  
 issue [9] 57:19, 20; 64:14; 84:10, 13,  
 22; 93:4; 98:19; 130:15  
 issues [18] 51:23, 24; 56:13, 23; 57:1, 8,  
 11, 14; 81:16; 82:9, 15, 18; 99:20;  
 101:6; 105:10; 119:14, 18, 21  
 Istanbul [1] 80:18  
 Italy [1] 131:7  
 items [4] 43:23; 80:8; 81:11, 12

## - J -

jackpot [1] 105:13  
 James [1] 46:19  
 January [2] 11:13; 15:3  
 Jarvis [13] 29:3; 30:20; 46:19; 97:9;  
 98:6; 99:20, 23; 100:1, 3, 8, 11, 15, 24  
 Jay [3] 79:3, 7, 14  
 job [1] 12:8  
 John [3] 46:18; 47:15; 63:11  
 joined [1] 15:3  
 Joseph [1] 141:4  
 judge [1] 95:11  
 jut [1] 63:18

## - K -

Karen [1] 34:17  
 Katz [1] 103:11  
 keep [4] 39:8; 45:25; 92:22; 112:24  
 kept [1] 40:1  
 Knights [4] 44:1; 98:25; 99:1  
 knowledge [10] 7:13; 27:17; 33:23;  
 54:8; 56:2; 67:21; 78:8; 85:23; 99:11;  
 107:10

## - L -

L-E-W-I-S [1] 6:15  
 Labels [1] 43:21  
 labels [1] 43:19

language [3] 47:17; 64:20; 123:10  
 larger [2] 77:21  
 Larry [16] 22:7, 9; 24:6, 7; 31:12, 14;  
 34:16; 107:8, 11; 108:2, 7, 17; 118:24;  
 119:20; 129:16  
 Last [1] 139:20  
 last [11] 36:12; 37:18; 42:7; 52:20; 63:6;  
 82:1; 131:23; 132:24; 134:14, 20;  
 138:25  
 lasted [1] 97:2  
 late [15] 10:24; 16:13, 14; 17:23; 18:19;  
 49:21; 54:17; 62:14, 15; 63:20, 21;  
 68:21; 95:2; 97:22  
 laundry [2] 39:20, 21  
 Lawrence [1] 118:23  
 lawsuit [7] 51:3, 6; 56:1; 71:19, 21;  
 133:8; 135:3  
 lawyer [2] 10:4; 95:11  
 leader [7] 13:6; 65:11; 109:21; 136:7,  
 11, 15, 21  
 leaders [3] 108:15; 109:17, 18  
 leads [2] 23:13; 27:18  
 learn [2] 68:19, 23  
 learned [4] 30:17; 69:21; 92:4, 5  
 leave [3] 100:1; 134:2, 3  
 leaving [1] 134:4  
 LeCLAIR [19] 6:8; 10:1; 33:17, 19, 21;  
 35:19; 42:3; 50:3, 8, 13; 55:2; 56:14;  
 57:4; 65:17; 66:3; 72:16; 84:24; 123:3, 7  
 legal [2] 50:2; 135:7  
 Legion [3] 143:6, 8, 13  
 letter [79] 8:9, 10, 14, 16, 18; 9:5, 10,  
 11, 13, 17, 18, 22, 24; 10:4, 5, 6, 7;  
 19:17, 20; 59:18; 60:25; 64:9, 11, 15, 17,  
 19; 65:3, 5, 15, 25; 66:2, 7, 8; 68:12;  
 72:15, 20, 25; 73:4; 86:6, 10, 12, 14, 16,  
 21; 87:3, 11, 13, 15, 16; 88:4,  
 6; 89:4, 5; 91:24; 93:8, 14, 16; 94:13;  
 95:3, 6, 8, 22; 96:2, 4; 97:13; 98:5, 6, 13,  
 14, 16; 118:20, 22; 119:2, 5, 7; 120:8,  
 18, 23; 129:16  
 letterhead [1] 20:1  
 letters [45] 7:21; 57:19, 21, 22; 58:11,  
 13, 20; 59:3, 6, 7, 13, 14, 25; 60:3, 6, 8,  
 14, 18, 21; 61:6, 13, 20; 66:18, 21, 24;  
 67:2, 7, 12, 15, 20, 23; 68:2; 71:2, 16;  
 72:2, 5; 85:2; 91:20; 92:2, 5, 7, 9, 16;  
 99:15; 100:3  
 level [1] 138:10  
 LEVITT [32] 6:6, 10; 65:21; 73:14, 17,  
 20; 74:4, 5; 86:25; 87:8; 89:18; 93:7, 13;  
 95:19; 96:1; 97:25; 98:4, 12; 101:15;  
 118:14, 19; 123:5; 129:15, 23, 25;  
 131:12, 14, 19; 132:6; 140:10, 13; 144:1  
 Levitt [1] 6:11  
 LEWIS [1] 146:2  
 Lewis [9] 6:11, 15, 16; 71:7; 74:6; 96:4;  
 118:23; 140:17; 141:6  
 liability [5] 66:11; 85:25; 86:2; 92:12;  
 122:7  
 LINE [1] 146:3  
 line [4] 41:21; 90:15; 110:4; 141:20  
 list [7] 8:19; 9:10; 20:9; 39:20, 21; 77:14,  
 24  
 locations [1] 82:5  
 Lodge [2] 8:11; 86:23  
 logo [1] 43:25  
 London [1] 109:7  
 loss [4] 119:9, 11, 24; 120:20  
 lot [13] 14:23; 21:3; 26:4; 39:13; 64:12;  
 90:14; 100:19; 105:1, 2; 112:17; 115:4,

Public [2] 6:4; 145:5  
 purely [1] 35:14  
 purpose [4] 22:11; 66:1; 82:12; 104:12  
 purposes [1] 106:7  
 Putting [1] 126:1

## - Q -

Quality [2] 35:1, 2  
 quality [1] 35:6  
 Quarterly [1] 81:7  
 quarterly [1] 78:18  
 question [28] 18:1; 26:19; 27:4; 33:20;  
 39:11; 54:11, 15; 58:24, 25; 61:5, 8;  
 65:20; 77:12; 85:9, 12; 86:15; 102:3;  
 107:7; 114:12; 115:8; 123:9; 125:19;  
 126:12; 128:5; 132:3; 137:17; 141:4;  
 142:17  
 questioning [1] 141:20  
 questions [5] 74:21; 81:3; 134:18;  
 141:18; 147:4  
 quick [2] 73:20; 140:14

## - R -

raised [1] 105:10  
 Ralph [6] 115:11, 24; 118:5, 23; 119:17;  
 129:16  
 ran [4] 78:21; 79:1; 86:2; 120:6  
 range [4] 37:23; 40:16; 41:5, 7  
 rare [1] 102:23  
 rarely [3] 79:18; 82:11; 102:22  
 rate [4] 18:20; 19:11, 14; 94:14  
 rates [5] 20:5; 76:16; 82:16; 137:7, 8  
 re-op [2] 102:8  
 read [2] 132:4; 147:2  
 reading [1] 135:12  
 reads [1] 94:13  
 reason [1] 39:24  
 recall [132] 8:18; 9:2, 3, 12, 16, 20; 11:9,  
 11; 13:13, 16; 15:25; 16:16, 17, 20, 22,  
 23; 17:19; 18:21; 20:5; 21:24; 22:9, 10;  
 24:12, 21; 25:4, 6, 13; 28:22; 36:19;  
 54:15, 24; 55:9, 10, 12, 13, 15; 60:12,  
 19; 61:2, 16, 22; 62:1, 2, 4, 9, 23,  
 25; 64:2, 6, 10; 66:17; 67:3, 25; 70:3;  
 71:17; 72:1; 75:2, 20; 77:23; 84:4, 6;  
 86:11; 91:20; 92:21, 24; 93:1, 14, 16, 18,  
 25; 94:3, 5, 7, 10, 18, 21; 96:2; 97:17;  
 98:14, 19; 99:5; 102:20; 103:5, 23;  
 104:1, 3, 9, 24; 105:1, 6, 14, 16, 17, 20,  
 21, 23, 25; 106:1,  
 9, 18; 107:5, 7, 11, 13, 15, 18, 20;  
 114:23; 115:1, 8; 118:24; 119:14, 17, 20,  
 23; 120:2, 4, 5, 9, 13, 17; 124:9, 10, 12,  
 15, 18, 21, 23; 125:3, 4, 5; 131:5  
 receipts [2] 103:11, 13  
 receivable [1] 104:16  
 receivables [1] 42:12  
 receiving [1] 97:2  
 recessed [1] 73:23  
 recognize [7] 88:21; 89:2, 5; 118:20, 21;  
 119:2; 131:21  
 recollection [13] 23:17; 24:10; 29:8;  
 55:9; 74:16; 82:22; 92:17, 18; 98:1;  
 100:5; 101:23; 136:10  
 recommended [1] 31:21  
 reconvened [1] 73:23  
 Record [3] 73:21; 131:13; 140:12  
 record [11] 6:14; 64:25; 65:5, 12; 66:1,  
 13; 69:16; 74:4; 115:18; 131:12; 145:13  
 recording [1] 147:3

recoup [1] 105:23  
 recruit [3] 18:3, 5, 8  
 recruited [1] 18:4  
 reduced [1] 145:11  
 refer [7] 6:23; 7:5; 77:13, 18, 19, 20;  
 121:22  
 referred [11] 76:18; 77:3, 23; 87:4;  
 91:19; 93:10; 95:23; 98:9; 118:16;  
 129:18; 131:16  
 referring [12] 7:2; 8:19; 48:8; 75:3; 78:1;  
 81:3; 85:11; 87:16; 89:1; 91:24; 95:3;  
 110:24  
 refers [6] 6:24; 96:4; 97:13; 100:3, 4  
 reflect [1] 114:10  
 refresh [2] 74:16; 97:25  
 regarding [10] 98:18, 21; 140:22, 25;  
 142:2, 6, 20; 143:3, 8, 12  
 Regency [2] 11:5, 22  
 regulations [22] 13:21, 24; 14:3; 49:7,  
 10, 24; 50:7, 12, 21; 53:20, 22; 54:2, 5,  
 9, 13, 19, 22; 55:7; 82:18; 98:17, 21;  
 99:21  
 reimbursed [1] 33:24  
 related [1] 145:15  
 relationship [21] 20:18, 19; 25:22, 24;  
 26:2, 5, 9, 17, 22; 27:2, 3; 28:9, 10;  
 31:25; 42:19; 74:11, 12; 75:20; 100:15,  
 24; 118:8  
 relationships [1] 23:13  
 release [3] 92:10, 11, 12  
 releasing [1] 59:18  
 relevance [1] 95:9  
 remain [2] 25:2, 10  
 remained [1] 32:14  
 remember [20] 22:5; 24:1; 54:18; 61:12,  
 17; 63:23, 25; 74:25; 76:21; 77:6, 16;  
 84:15; 86:21; 93:4; 94:10; 105:10, 22;  
 106:5; 117:23; 119:4  
 Remind [2] 81:18, 19  
 remind [1] 66:5  
 reminder [3] 44:21; 45:2, 3  
 removed [1] 72:19  
 repeat [10] 7:3; 32:22; 50:9; 58:12; 85:9;  
 106:14; 114:2; 120:7; 125:6; 132:2  
 rephrase [1] 86:15  
 replying [1] 99:18  
 report [6] 30:24; 56:22, 25; 57:3, 6, 11  
 Reporter [2] 114:11; 145:4  
 reporting [1] 99:24  
 reports [1] 81:14  
 repository [1] 45:12  
 represent [3] 6:12; 42:15; 140:19  
 representatives [1] 105:7  
 request [2] 119:23; 120:2  
 requires [1] 94:16  
 Reserve [1] 118:1  
 reserved [1] 6:7  
 resolve [1] 105:8  
 resolved [4] 57:12, 13, 14, 16  
 resolving [1] 99:14  
 respect [13] 23:15; 59:16; 66:2; 86:6;  
 92:19; 98:20; 119:14; 120:14; 142:15,  
 18, 23, 25; 143:6  
 respective [1] 84:19  
 respectively [1] 87:7  
 responded [1] 124:21  
 response [6] 69:24, 25; 70:1, 3; 137:7,  
 8  
 responsibilities [2] 12:10; 18:9  
 responsibility [5] 52:1; 74:7; 89:24;  
 90:7, 10

responsible [17] 14:3; 46:12, 16; 47:17,  
 19; 48:4; 50:1, 5, 10, 15; 52:9; 56:13;  
 77:25; 89:19; 90:17; 118:24; 133:15  
 rest [3] 11:3; 68:14; 110:8  
 restate [1] 123:21  
 result [3] 21:1; 119:10; 135:3  
 results [3] 65:6; 100:19, 20  
 retired [2] 17:12; 93:22  
 revenue [3] 38:20, 22, 23  
 revenues [1] 97:2  
 Review [1] 97:14  
 review [6] 8:6, 8, 13, 23; 10:10; 46:25  
 reviewed [3] 8:9; 93:4; 98:16  
 reviewing [4] 74:7; 89:19; 90:7, 10  
 reward [1] 113:1  
 Richard [7] 29:3; 97:9; 98:6; 99:19, 23;  
 100:1, 3  
 Riggs [1] 23:7  
 Right [7] 30:8; 98:24; 99:2; 101:16;  
 115:10; 125:8; 137:23  
 right [12] 11:11; 49:2; 52:22; 58:19;  
 64:20; 69:14; 77:9; 88:21; 123:20;  
 129:25; 134:5  
 ring [4] 74:23; 75:5, 15, 17  
 risk [11] 59:19, 20; 66:6, 8, 15; 72:19;  
 122:13, 18; 123:1, 11  
 Road [1] 81:13  
 road [5] 12:11; 27:15; 79:21; 83:6;  
 102:13  
 role [2] 48:7, 10  
 roles [1] 84:19  
 room [1] 52:4  
 rooms [1] 110:11  
 Rosemary [1] 87:21  
 Rosenberg [3] 11:11; 14:24; 34:12  
 rough [1] 25:20  
 rude [2] 33:3; 51:8  
 Rule [13] 13:18; 55:20; 56:4, 7, 10; 58:6,  
 11, 14; 59:3, 15; 76:12; 78:10; 82:21  
 rule [2] 16:21; 137:24  
 ruling [6] 16:5, 15, 21, 25; 18:18, 21  
 run [18] 11:11; 30:23; 31:8; 35:7; 78:24;  
 79:3, 4, 5, 6, 7, 8, 9, 11; 81:8; 109:24;  
 120:10  
 running [4] 31:5; 47:20, 25; 110:2

## - S -

salaried [1] 38:4  
 Salary [1] 34:3  
 salary [4] 34:4, 5; 36:22; 38:15  
 sale [1] 75:3  
 Sales [19] 12:1, 2; 37:25; 38:3, 7; 50:24;  
 67:1, 15, 17, 18, 19, 23; 68:1, 7; 71:11;  
 106:10; 128:25; 129:14  
 sales [45] 13:20; 23:1; 27:18; 38:21;  
 40:12, 18; 42:17; 64:14; 67:10; 69:10;  
 78:3, 13, 17, 21, 24; 79:2, 13, 14, 16, 19,  
 20, 22; 80:11, 22; 81:4, 12, 13, 15; 83:2,  
 3, 17, 23; 89:13; 106:13, 19, 21, 25;  
 107:2; 111:22; 112:6; 118:24; 120:24;  
 122:22; 128:7  
 salesman [12] 10:20; 11:4, 5; 22:1, 5;  
 38:13, 19, 25; 39:6; 40:10; 122:22;  
 124:7  
 salesmen [15] 12:5, 6; 21:24; 22:2, 8,  
 24; 30:7; 40:17; 41:6; 47:5, 6, 24; 57:21;  
 69:6, 9  
 salespeople [1] 91:20  
 salesperson [6] 22:3; 31:14; 82:24;  
 101:25; 102:6, 8



Sam [3] 11:11; 14:24; 34:12  
 satisfied [1] 28:12  
 save [1] 119:12  
 saying [22] 7:22; 19:15; 22:1; 25:23; 26:20; 27:5; 8; 28:6; 44:11; 51:2; 80:5; 85:3; 86:11; 88:25; 101:24; 103:4; 117:13; 122:6; 133:12; 134:12; 136:20; 138:16  
 scenario [3] 40:8; 44:23; 53:25  
 scheme [2] 38:6; 105:2  
 school [1] 10:16  
 scope [1] 40:14  
 Scottish [2] 98:24; 99:2  
 seats [6] 108:15; 110:2, 5, 6, 7; 112:17  
 second [1] 45:3  
 selective [3] 19:2; 20:11, 13  
 Sell [1] 12:16  
 sell [10] 12:11, 20; 13:2, 5; 29:1, 17; 64:18; 79:21; 102:10; 108:15  
 seller [1] 64:4  
 selling [4] 12:13; 27:13; 42:18; 106:4  
 Semb [6] 115:11, 24; 118:5, 23; 119:17; 129:17  
 send [1] 20:1  
 Senior [3] 132:9, 10, 17  
 sense [13] 25:15; 27:7, 9; 33:5; 40:16, 23; 48:3; 72:24; 76:7; 83:20; 97:24; 104:15; 137:9  
 sentence [1] 94:13  
 separate [1] 11:23  
 September [1] 98:6  
 Service [10] 10:22; 13:14; 16:1, 18, 19; 76:11; 92:25; 93:5; 99:12, 20  
 Services [14] 7:11, 23; 8:2; 32:17, 23; 33:6; 96:5, 6, 8, 13; 119:7, 8; 132:8; 133:24  
 setting [2] 127:19, 22  
 seven [3] 11:20; 134:25; 135:1  
 Seventy-some [1] 34:9  
 Seweryn [2] 94:1, 5  
 Shaky [1] 100:17  
 SHEET [1] 146:1  
 sheet [2] 19:18; 147:5  
 show [10] 86:25; 87:1, 9; 92:16; 95:19; 98:1; 118:14; 129:15; 131:14; 137:14  
 shows [1] 97:14  
 Shrine [3] 12:12; 77:4; 137:13  
 Shriner [1] 12:18  
 Shriners [5] 21:2; 115:16, 20; 116:3, 13  
 shunned [2] 129:10, 11  
 sign [4] 86:19; 88:13; 89:11, 13  
 sign-up [1] 19:18  
 SIGNATURE [1] 147:1  
 signature [8] 86:13, 16, 19; 87:19; 88:13, 16, 19; 119:2  
 signed [3] 86:6, 14; 101:25  
 significant [1] 20:7  
 signing [3] 86:11; 88:15; 90:17  
 Simon [4] 24:2, 3; 75:9, 11  
 Simons [1] 31:25  
 sir [25] 19:12; 29:11; 39:2; 43:17; 51:4; 52:16; 53:3; 54:3, 7; 62:22; 69:12; 70:14; 72:14; 75:16; 77:11; 94:4; 95:18; 109:20; 115:21; 117:16; 133:9, 25; 135:22; 137:22; 140:9  
 site [1] 82:6  
 situation [2] 39:10; 102:5  
 Six [3] 11:1; 134:25; 135:1  
 six [1] 10:17  
 Sixty [1] 125:21  
 size [4] 116:22; 136:17; 137:6, 11

smaller [1] 77:19  
 Society [1] 118:3  
 soft [2] 110:20, 23  
 sold [5] 25:4, 8, 9; 103:8; 142:10  
 Solicit [1] 44:17  
 solicit [2] 29:17; 41:22  
 solicitation [1] 44:25  
 solicitations [1] 104:21  
 soliciting [1] 29:16  
 Somebody [1] 83:4  
 somebody [8] 19:17; 23:2; 25:5; 50:25; 54:16; 83:20; 86:14; 111:20  
 somehow [1] 105:24  
 Someone [1] 103:13  
 someone [12] 39:12, 16; 59:18; 89:10; 92:20; 103:11; 104:14; 108:23; 121:16; 127:13; 135:3  
 someplace [2] 17:10; 75:12  
 somewhere [1] 82:7  
 Sons [1] 131:7  
 sorry [40] 7:3, 10; 14:16; 18:4; 21:17; 25:23; 26:21; 30:6; 32:22; 36:24; 38:24; 43:20; 50:9; 56:24; 59:1, 16; 63:7, 13, 24; 69:17; 70:14; 73:2; 77:2; 81:1; 88:20; 92:3; 95:20; 103:5; 104:2; 106:5; 114:9; 115:16; 116:4; 117:19; 120:7; 121:15; 122:9; 123:5; 143:16  
 sort [13] 43:18; 47:7, 22; 48:1; 79:22; 82:12; 84:22; 85:6; 103:20, 22; 110:19; 128:23  
 sorts [1] 109:6  
 South [1] 109:7  
 Spain [1] 80:17  
 speak [1] 24:3  
 speaking [2] 114:17; 137:18  
 special [1] 94:14  
 specific [3] 35:4; 41:16; 60:24  
 Specifically [1] 59:17  
 specifically [3] 18:21; 107:15; 120:18  
 spell [4] 52:20; 63:6, 12, 13  
 spelling [1] 52:22  
 spend [1] 101:10  
 spent [2] 10:17; 101:11  
 spoke [1] 51:7  
 sponsored [1] 142:9  
 SS [1] 145:2  
 standard [12] 47:9, 16, 18; 90:20, 22, 24; 91:9, 11, 14, 15; 131:24; 132:25  
 standardization [3] 47:11; 100:12, 14  
 Star [1] 87:24  
 start [11] 6:6; 11:10; 14:24; 17:20; 29:4; 40:18; 96:25; 124:12, 13, 16; 125:16  
 Started [1] 11:8  
 started [7] 11:9; 14:22; 17:23; 29:9; 40:17; 97:1, 5  
 State [2] 98:25; 99:3  
 stated [5] 59:5; 66:4, 7; 120:21; 122:17  
 statement [1] 124:25  
 States [2] 6:12, 13  
 states [4] 97:14; 98:16; 130:6, 11  
 status [3] 49:22, 23; 132:16  
 stay [4] 45:23; 70:7, 10; 127:17  
 stock [7] 34:6, 8, 11, 13; 35:16, 18  
 stole [2] 103:11, 13  
 stolen [2] 104:14  
 Stop [1] 127:5  
 stop [7] 28:9; 32:11; 61:20; 64:6; 96:24, 25; 127:4  
 stopped [5] 16:8; 51:19, 22; 52:6; 97:5  
 strictly [2] 18:11; 38:3

strike [1] 59:24  
 strong [4] 21:7; 77:6, 7  
 Stronger [1] 20:16  
 structured [2] 46:7, 10  
 stuck [1] 90:14  
 Studio [1] 32:18  
 Studios [12] 23:21, 22, 24; 25:6; 28:20, 23; 29:8, 13, 14, 19; 33:1  
 subject [2] 134:21; 147:4  
 subsequent [2] 25:10, 17  
 substance [2] 27:2; 91:16  
 substantially [1] 138:22  
 successful [1] 21:10  
 successor [4] 32:10, 13, 17, 18  
 sufficient [1] 39:17  
 SUFFOLK [1] 145:3  
 SUGGESTED [1] 146:3  
 suit [8] 70:13, 15, 16, 17, 18, 21, 23, 25  
 sum [1] 27:2  
 supervise [1] 12:6  
 supposed [7] 28:8; 59:4, 5, 7; 90:16; 128:16; 132:1  
 surrounding [1] 56:1  
 sustain [2] 119:9, 11  
 Swetland [1] 87:21  
 switched [1] 123:7  
 Switzerland [1] 13:3  
 sworn [2] 6:3; 145:8  
 Sydney [1] 111:7

## - T -

talk [9] 22:22; 23:23; 54:12; 55:11; 67:1, 17, 18, 19; 101:8  
 talked [5] 22:25; 28:1; 47:10; 122:23; 123:16  
 talking [13] 18:24; 25:18; 36:17; 48:10; 69:10; 84:22; 85:2, 25; 106:21; 110:20; 129:2; 136:12; 138:3  
 Tampa [1] 10:17  
 target [1] 76:23  
 team [1] 83:19  
 Telephone [1] 99:4  
 telephone [2] 81:14; 83:13  
 Telex [1] 7:8  
 templates [1] 91:14  
 Ten [2] 109:9, 13  
 ten [7] 14:16; 25:18; 34:16; 38:14; 40:10; 127:24  
 Tennessee [4] 75:14; 143:7, 8, 13  
 term [5] 13:17; 53:1; 55:19, 23; 77:7  
 terminated [1] 39:24  
 terminology [2] 58:3; 81:20  
 terms [12] 25:24; 26:17; 27:13; 35:4; 41:5; 46:7; 49:4; 77:17; 91:16; 100:16; 102:1; 116:7  
 terrible [1] 105:13  
 testified [6] 6:5; 65:23; 75:19; 96:13; 97:9; 135:25  
 testify [1] 143:19  
 testimony [3] 87:18, 20; 145:13  
 Texas [3] 8:11; 86:23; 87:24  
 Thank [3] 65:21; 144:1, 2  
 thank [1] 62:16  
 therefrom [1] 119:13  
 therein [1] 147:4  
 thereupon [1] 145:10  
 They'd [1] 107:4  
 they'd [3] 40:5; 112:15; 122:13  
 they're [5] 48:18; 65:9, 13; 70:9; 102:7  
 they've [2] 41:1; 132:13

thinking [1] 77:17  
 third [1] 55:10  
 third-party [1] 141:5  
 thirty [2] 14:16, 17  
 Thirty-five [1] 37:21  
 thousand [6] 37:19, 21; 41:7, 8; 108:24  
 Three [4] 34:19; 139:2, 12, 13  
 three [3] 108:24; 135:24; 141:22  
 throw [1] 137:25  
 thrust [1] 106:4  
 thumb [1] 137:24  
 tickets [2] 110:18; 111:8  
 tied [1] 139:24  
 Tighter [2] 20:18, 19  
 tighter [1] 20:25  
 times [10] 12:7, 9; 45:2; 79:15; 97:7;  
 101:18; 106:1; 107:6, 23, 25  
 title [11] 6:19; 7:17; 29:16; 31:4; 33:9;  
 52:23, 24; 78:23; 96:7, 11; 100:5  
 titled [1] 132:7  
 Tom [3] 46:19; 63:5, 9  
 tool [1] 108:13  
 topic [1] 84:18  
 total [1] 25:16  
 touching [1] 145:9  
 tough [1] 113:20  
 tour [3] 12:16, 24; 13:1  
 tours [5] 12:19; 13:4; 110:15; 111:10  
 towards [1] 110:19  
 track [5] 64:25; 65:5, 12; 66:1, 13  
 Train [1] 81:17  
 train [2] 80:10; 81:15  
 trained [2] 82:25; 83:22  
 Training [1] 82:14  
 training [7] 55:6; 79:22; 80:5; 83:2, 11,  
 17, 25  
 Trans [12] 11:5, 14, 16, 21, 22; 12:2;  
 13:13, 14, 16, 23; 14:2; 94:24  
 transaction [3] 75:3; 139:24, 25  
 transcript [3] 114:10; 145:12; 147:2  
 transition [2] 134:4, 7  
 transpired [1] 25:13  
 Travel [9] 7:8; 10:22; 11:5, 6, 22; 12:14;  
 36:8; 96:13; 135:23  
 travel [59] 6:24; 7:6; 10:18; 13:21, 25;  
 14:3; 15:14, 15; 16:2, 9; 18:19; 19:10,  
 14; 21:7; 22:12; 35:6, 14; 37:16; 49:21;  
 53:25; 54:1, 16; 80:23; 94:22; 95:7, 12;  
 96:14; 97:21; 101:13; 106:4; 108:13, 23;  
 109:4; 110:2; 112:13, 16; 113:18; 114:1,  
 4, 13, 17, 21; 116:14, 17; 132:18; 136:2,  
 4; 137:1, 7, 13, 18; 138:6, 12, 19; 139:1,  
 13; 142:11, 12, 14  
 travel-related [2] 106:7; 112:18  
 trip [13] 13:3; 19:16, 18; 80:17; 108:11;  
 109:7, 19; 110:9; 111:15, 16; 112:10;  
 136:7; 137:14  
 trips [13] 81:13; 108:9; 109:6; 110:16;  
 112:4, 12, 19; 113:4, 8, 9, 10; 128:9;  
 136:13  
 true [2] 145:13; 147:3  
 truth [6] 6:4, 5; 145:8, 9  
 Turning [1] 89:4  
 Twenty [1] 14:13  
 twenty [2] 109:9, 13  
 type [13] 16:5; 20:25; 40:5; 41:22;  
 44:25; 46:21; 47:11; 51:9; 58:18; 76:23;  
 77:13; 91:23; 138:1  
 types [2] 77:18; 80:8  
 typewriting [1] 145:11  
 Typical [1] 139:5

typical [2] 81:24; 139:3  
 typically [10] 37:23; 40:12; 78:19; 79:16;  
 82:1; 89:24; 109:8; 110:1; 111:20;  
 112:19

## - U -

ultimate [1] 112:4  
 Um-hmm [2] 137:10, 18  
 umbrella [2] 36:6; 117:12  
 understand [12] 9:21; 18:1; 25:23;  
 65:14; 77:16; 81:11; 100:14; 101:2;  
 123:5, 22; 128:5; 133:14  
 understanding [11] 56:3; 59:6, 8, 14;  
 85:18; 90:3, 6, 9; 132:16; 133:5; 137:5  
 understood [3] 59:4, 11; 85:12  
 uniform [1] 47:1  
 unit [2] 89:20; 97:10  
 United [3] 6:12; 10:22  
 University [1] 10:17  
 unsuccessful [2] 122:8, 14  
 usage [1] 67:23

## - V -

VALLE [3] 141:4, 9, 18  
 Valle [1] 141:4  
 value [1] 108:24  
 VAN [1] 132:6  
 Vantage [158] 6:17, 21, 23; 7:2, 5, 8, 10,  
 11, 14, 18, 20, 23; 8:1, 2; 11:8, 9, 12, 17;  
 14:8, 19; 15:12, 13, 17; 16:1; 17:7, 11,  
 20, 25; 18:2, 16; 22:4; 23:3, 15; 27:11,  
 19; 28:14, 17, 20, 23; 29:8, 9, 13, 19;  
 30:11; 32:3, 16, 17, 18, 21,  
 23; 33:1, 6, 8, 12; 34:1; 36:3, 6, 8;  
 37:25; 38:9; 41:13; 42:6, 18, 20; 43:5,  
 11, 13; 44:6, 13; 45:6; 50:1, 5, 10; 54:8,  
 10, 12, 21, 23; 60:18; 67:22; 70:2;  
 72:25; 73:4; 74:12; 75:20; 76:8; 77:25;  
 78:12; 82:6, 24; 83:1; 85:1, 6, 10, 14;  
 86:2, 18; 88:12, 16;  
 89:11, 13, 21; 92:24; 93:5; 94:25; 96:5,  
 6, 8, 13; 102:15; 104:11; 106:7; 110:12;  
 114:4; 115:1; 116:12, 20; 118:8, 11, 12;  
 119:7, 8, 12; 120:6, 15; 122:19; 123:4,  
 13, 19, 25; 126:16; 128:11; 130:6;  
 131:24; 132:9, 11, 14, 25; 133:11, 14,  
 21, 23; 134:22; 135:16,  
 17, 23; 140:22, 25; 142:6, 19; 143:3, 12,  
 20  
 variables [1] 39:13  
 varies [1] 44:21  
 vary [3] 78:25; 80:4; 81:11  
 VDMS [1] 7:10  
 vehicle [1] 33:7  
 versus [1] 49:7  
 vicinity [2] 17:10; 75:23  
 Victoria [1] 46:19  
 violated [5] 58:5, 11, 14; 59:3, 15  
 violating [1] 58:2  
 Violation [1] 59:12  
 violation [1] 59:9  
 violations [1] 76:11  
 vis [2] 100:10  
 visit [2] 102:12, 13  
 visits [2] 81:13; 102:23  
 VP [1] 56:21

## - W -

wait [1] 73:15

walked [1] 105:17  
 Walter [2] 17:5; 93:20  
 wanted [8] 46:22, 24; 47:7; 48:1; 112:1,  
 9, 20; 128:25  
 water [1] 73:12  
 ways [1] 69:21  
 We'd [3] 44:23; 80:9; 111:5  
 we'd [3] 23:14; 110:6, 7  
 We'll [3] 73:20; 131:12; 141:22  
 We're [3] 48:10; 73:14; 130:11  
 we're [4] 36:17; 48:8; 80:17; 129:2  
 we've [2] 63:3; 123:15  
 week [1] 13:3  
 weeks [1] 13:3  
 Wekstein [2] 17:6; 93:20  
 weren't [12] 9:8, 9; 28:12; 51:1, 9, 17;  
 59:4, 5, 7; 76:2, 3; 105:21  
 whatsoever [1] 100:12  
 whenever [1] 101:15  
 Whereupon [2] 73:22; 144:3  
 Whoever [5] 52:13; 89:25; 111:24;  
 124:7; 135:9  
 whoever [8] 47:19; 49:18, 19; 51:15;  
 52:5, 10; 56:20; 78:2  
 wholesaler [1] 12:19  
 wide [2] 40:14; 64:3  
 Wildlife [14] 103:6, 16, 25; 105:7; 117:7,  
 8, 10, 22; 131:9; 140:3; 141:5, 10, 13,  
 16  
 WITNESS [14] 36:25; 70:15; 73:12, 16,  
 19; 89:17; 98:3; 101:14; 129:21, 24;  
 141:7, 21; 144:2; 147:1  
 witness [3] 10:1; 57:4; 145:14  
 woman [8] 53:9, 12; 62:10, 13, 17;  
 63:14, 18, 21  
 Women [5] 131:4; 141:23; 142:2, 10, 21  
 won't [1] 114:10  
 word [3] 20:21; 40:6; 71:6  
 work [22] 10:13; 11:14, 16, 18, 19, 25;  
 12:24; 17:25; 18:2; 37:14; 40:3, 24;  
 41:19; 44:6, 13; 46:5; 90:16; 100:16;  
 108:21; 110:3; 113:25; 120:14  
 workable [1] 47:12  
 worked [4] 12:5; 31:19; 32:19; 106:9  
 working [13] 11:23; 12:21, 22; 17:20;  
 25:10; 27:12; 30:12, 17; 31:10; 39:12;  
 44:18; 106:13  
 works [8] 38:12, 18; 41:14, 21; 42:1, 19;  
 108:12; 109:16  
 World [1] 7:8  
 worth [1] 35:18  
 wouldn't [19] 14:5; 43:4; 46:9; 48:3, 17;  
 50:4; 53:23; 66:14, 15; 68:20; 76:20;  
 91:10, 14, 15, 25; 107:24; 117:19;  
 130:24  
 writing [1] 76:5  
 written [1] 119:5

## - Y -

yOu [1] 37:15  
 Yeah [19] 8:24; 15:4, 24; 24:8; 27:15;  
 30:19; 33:11; 41:4; 42:13; 43:1; 44:8;  
 48:15; 57:13; 67:5; 75:12; 81:25; 88:12;  
 103:17; 138:11  
 yeah [6] 22:17; 78:20; 83:10; 118:2;  
 127:5; 134:25  
 year [29] 10:19; 11:1, 9, 24; 15:1; 25:18,  
 19; 34:5; 36:12, 14, 17; 37:18, 20; 42:7;  
 75:22; 97:3, 5; 113:9, 10; 135:14, 18;  
 136:2; 138:4, 25; 139:20, 22

Basic Systems Applications

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Harry Lewis - 10/16/01

Concordance by Look-See-48

year-end [2] 35:24; 37:2  
 years [17] 6:22; 17:21; 25:18, 19; 56:16;  
 125:18, 22; 126:2, 9; 131:24; 132:25;  
 134:14, 21, 25; 135:1  
 yesterday [9] 8:5; 9:3; 86:10, 24; 93:2,  
 17, 18; 95:9, 15  
 York [2] 63:14; 98:25  
 You'd [1] 123:21  
 you'd [3] 6:25; 98:5; 105:14  
 you'll [1] 122:7  
 You've [3] 59:11; 65:23; 71:24  
 you've [2] 113:4; 130:20  
 yourself [2] 7:3; 24:3

From year-end to yourself